

CHARTER TOWNSHIP OF MERIDIAN
ZONING BOARD OF APPEALS MEETING AGENDA
5151 MARSH ROAD, OKEMOS, MI 48864-1198
(517) 853-4000
WEDNESDAY, February 26, 2014 6:30 PM
TOWN HALL ROOM

A. CALL MEETING TO ORDER

B. APPROVAL OF AGENDA

C. CORRECTIONS, APPROVAL & RATIFICATION OF MINUTES

- o Wednesday February 12, 2014

D. UNFINISHED BUSINESS

1. ZBA CASE NO. 13-06-12-2 MICHAEL STEVENS/STEVENS ASSOCIATES BUILDERS, P.O. BOX 127, GRAND LEDGE, MI 48837

DESCRIPTION: 4650 Moore Street
TAX PARCLE: 21-409-003
ZONING DISTRICT: PO (Professional & Office)

The case was heard at the June 12, 2013 meeting of the Zoning Board of Appeals (ZBA) and was tabled by the ZBA until additional information was provided by the applicant. The applicant has provided new information.

The applicant is requesting variances from the following sections of the Code of Ordinances:

- Section 86-471(b)(3), which states the all structures and grading activities shall be setback 50 feet from the ordinary high water mark of the Red Cedar River.
- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.
- Section 86-755, which states for general office, three parking spaces per 1,000 square feet of gross floor area (minimum) to four parking spaces per 1,000 square feet of gross floor area (maximum) are required.

The applicant is proposing to place a structure and grade within the 50-foot setback of the ordinary high water mark of the Red Cedar River; add onto a nonconforming building; and provide an insufficient number of parking spaces at 4650 Moore Street; therefore the applicant is requesting variances.

E. NEW BUSINESS

1. ZBA CASE NO. 14-02-26-1 WILLIAM PIERCE & NANCY INMAN, 6103 E. LAKE DRIVE, HASLETT, MI 48840

DESCRIPTION: 6103 E. Lake Drive
TAX PARCEL: 02-408-013
ZONING DISTRICT: RB (Single Family-High Density)

The applicant is requesting variances from the following sections of the Code of Ordinances:

- Section 86-618(2), which states nonconforming structures, other than single-family structures may be altered, expanded, or modernized without prior approval of the zoning board of appeals, provided, that such alteration, or extension shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.

The applicant is proposing an addition to the existing nonconforming accessory building (garage) which is located at 6103 East Lake Drive.

2. ZBA CASE NO. 14-02-26-2 BELLE TIRE, INC., 1000 ENTERPRISE DRIVE, ALLEN PARK, MI 48101

DESCRIPTION: 2045 Grand River Avenue
TAX PARCEL: 21-276-009
ZONING DISTRICT: C-2 (Commercial)

******APPLICANT HAS CANCELLED THE REQUEST UNTIL A FUTURE DATE******

3. ZBA CASE NO. 14-02-26-3 PETER B.HOLTZ, 2215 BURCHAM DRIVE, EAST LANSING, MI 48823

DESCRIPTION: 2090 Grand River Avenue
TAX PARCEL: 21-226-003
ZONING DISTRICT: C-2 (Commercial)

The applicant is requesting a variance from the following section of the Code of Ordinances:

- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.

The applicant is to proposing to remodel the front façade of the nonconforming multi-tenant building located at 2090 Grand River Avenue; therefore the applicant is requesting a variance.

F. OTHER BUSINESS

G. PUBLIC REMARKS

H. BOARD MEMBER COMMENTS

I. ADJOURNMENT

J. POST SCRIPT –PATRICIA JACKSON

Information regarding the request may be examined at the Department of Community Planning and Development, 5151 Marsh Road, Okemos, Michigan 48864-1198, between the hours of 8:00 am and 5:00 pm, Monday through Friday. Comments may be made in writing addressed to the Zoning Board of Appeals at 5151 Marsh Road, Okemos, MI 48864 or may be made at the hearing.

BRET DREYFUS
TOWNSHIP CLERK

ZONING BOARD OF APPEALS PUBLIC HEARING PROCEDURE

Persons wishing to address the topic of a scheduled public hearing are encouraged to present their remarks during the public hearing portion of the Zoning Board of Appeals meeting. If you do intend to speak before the Zoning Board of Appeals please sign in at the door. During a public hearing, the following order shall be used:

1. Township Staff Review
2. Comments by the applicant or applicant's designee(s)
3. Comments by other persons
4. Applicant rebuttal
5. ZBA members discuss the case. If necessary, the applicant may be asked to respond to questions from the ZBA members
6. Action by the ZBA

Persons wishing to appeal a decision of the Zoning Board of Appeals shall do so in accordance with Michigan Court Rules of Appeals to Circuit Court MCR 7.101.

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CHARTER TOWNSHIP OF MERIDIAN
ZONING BOARD OF APPEALS MEETING MINUTES ***DRAFT***
5151 MARSH ROAD, OKEMOS MI 48864-1198
517.853.4000
WEDNESDAY, FEBRUARY 12, 2014

PRESENT: Members, Jackson, LeGoff, Ohlrogge, Hershiser, Chair Beauchine,
ABSENT: None
STAFF: Martha Wyatt, Associate Planner/Landscape Architect;
Rick Brown, Associate Planner;

A. CALL MEETING TO ORDER

Chair Beauchine called the meeting to order at 6:30 p.m.

B. APPROVAL OF AGENDA

MEMBER HERSHISER MOVED TO APPROVE THE AGENDA WITH CASE 14-01-12-2 BEING MOVED TO THE FIRST CASE TO BE HEARD UNDER NEW BUSINESS.

SECONDED BY MEMBER OHLROGGE

VOICE VOTE: Motion carried unanimously.

Member Hershiser asked staff why the case was being removed from the agenda.

Mr. Brown said the applicant had modified his plans to eliminate the need for a variance.

MEMBER HERSHISER MOVED TO TABLE CASE 14-02-12-2 AT THE REQUEST OF THE APPLICANT

SECONDED BY MEMBER OHLROGGE

VOICE VOTE: Motion carried unanimously.

C. CORRECTIONS, APPROVAL, & RATIFICATION OF MINUTES

Wednesday, December 11, 2013

Wednesday, January 8, 2014

MEMBER HERSHISER MOVED TO APPROVE THE MINUTES AS WRITTEN

SECONDED BY MEMBER OHLROGGE

VOICE VOTE: Motion carried unanimously.

D. UNFINISHED BUSINESS

1. ZBA CASE NO. 14-01-08-1 DAVID SKINNER c/o CYNERGY AEC, 320 S. BOSTON, 12TH FLOOR TULSA, OK 74103

DESCRIPTION: 5110 Times Square Drive
TAX PARCEL: 15-400-025
ZONING DISTRICT: CS Commercial)

The applicant is requesting a variance from the following section of the Code of Ordinances:

- Section 86-687(3)a., which states one wall sign shall be permitted and may be located flat against the building's front façade or parallel to the front façade on a canopy. For businesses with frontage on more than one public street, two signs may be permitted. In no case shall more than one wall sign be located on a façade and no wall sign shall be located on a rear façade.

The applicant is proposing to install more than one wall sign on the front façade of the Walmart, and one wall sign is permitted; therefore the applicant is requesting a variance.

Ms. Wyatt outlined the case for discussion.

Mr. David Skinner, Cynergy AEC, 320 S. Boston, 12th Floor, Tulsa, OK, the applicant, said they are installing a new corporate logo and changing the tire/service sign for a net reduction of the total amount of sign square footage. He said the square footage of the sign total would drop from the existing 292.07 square footage to the proposed square footage of 235.77.

Member Hershiser spoke in support of the variance due to the fact the proposed square footage is significantly less than the existing square footage.

Chair Beauchine asked Mr. Skinner who drives the cars into the service bay.

Mr. Skinner said he was not sure but he thought the service technicians drove the cars into the service bays.

Chair Beauchine asked staff about a letter dated 3/10/00 from the Building and Planning Department that was sent to Walmart after the original variance was approved for wall signs. He said the letter stated on the front that the variance had been approved and on the back listed part of the variance that had been denied. He asked staff if this was accurate.

Ms. Wyatt replied she could not comment without reading the letter and the minutes from that meeting.

Chair Beauchine said overall he supports the variance because it will reduce the sign square footage.

Member Ohlrogge said she could not see how the variance met review criteria 1 and 2 as outlined in Section 86-221. She commented she could understand the arguments that 3, 4 and 5 are met but that she would have particular difficulty with review criteria 7 and somewhat with review criteria 6 and 8. She said the fact that some of the signs could be understood as directional really made the decision difficult due to the lack of definition and characteristics of directional signage in the Ordinance Code.

Member Jackson agreed with Member Ohlrogge regarding the need for the Township Board to revisit the definition and characteristics of directional signs so the guidelines are clear for decision making purposes. She said in general she would support this variance as a reduction in the amount of signage is a step in the right direction.

Member Ohlrogge asked Member LeGoff if she would ask the Township Board to clarify the ordinances regarding directional signs.

Member LeGoff said she would bring up the topic with the Township Board.

Member Ohlrogge remarked in this instance the need for the signs over the service bays is clearly an issue of public safety and in this case the issue of public safety clearly outweighs the desire for signs on one side of the building only.

Member Jackson commented that the west elevation is very obscure and unless you had been in the service department before you would not know where to go.

Member Hershiser agreed the service bays must be identified.

MEMBER HERSHISER MOVED TO APPROVE THE VARIANCE AS WRITTEN.

SECONDED BY MEMBER JACKSON

VOICE VOTE: YES: Member Hershiser, Jackson, Ohlrogge, LeGoff and Chair Beauchine

NO: None

Motion carried 5-0.

E. NEW BUSINESS**1. ZBA CASE NO. 14-02-12-1 MICHIGAN STATE UNIVERSITY FEDERAL CREDIT UNION, 3777 WEST ROAD, EAST LANSING, MI 48823**

DESCRIPTION: Jolly Road, east of Jolly Oak Road
TAX PARCEL: 33-378-006 & 33-378-007
ZONING DISTRICT: C-2 (Commercial)

The applicant is requesting variances from the following sections of the Code of Ordinances:

- Section 86-404(e)(11), which states banks, credit unions, savings and loan establishments are permitted by special use permit to have a maximum of five drive-through lanes.
- Section 86-755, outlines the parking standards and states for retail businesses with a gross floor area less than 25,000 square feet: five (5) spaces per 1,000 square feet (minimum) to 5 ½ spaces per 1,000 square feet (maximum) are to be provided.

The applicant is requesting a variance to construct a credit union facility (Michigan State University Federal Credit Union) with six (6) four drive-through lanes and five (5) drive-through lanes are permitted. The applicant is also requesting a variance to exceed the maximum number of parking spaces.

Ms. Wyatt outlined the case for discussion.

Mr. Greg McKenzie, Daniels and Zermack Architects, 2080 S. State Street, Ann Arbor, spoke representing the applicant. He stated they are eliminating one of the driveways from the original plan which will eliminate some hard surface area and their drive will not connect with Staybridge Suites as previously planned. The proposed building is approximately 50% larger than an average bank or credit union thus requiring extra parking and drive-through lanes. He stated the other (Michigan State University Federal Credit Union) location in Okemos is operating at the upper limit of their capacity and this new location will help alleviate their overflow. He said they are well below the maximum impervious surface allowed by ordinance. Mr. McKenzie stated the 11 additional parking spaces would be constructed using pervious paving technology.

Chair Beauchine said he would support the variance for the extra parking spaces due to the fact they are going to use pervious pavement. He said two drive-through lanes are located separate and serve as only ATM lanes, thus alleviating congestion at the other four drive-through lanes by the building.

Member Jackson said she was in support of the variance she asked staff why it is a variance when 4 drive ups are allowed and the other two lanes are for ATM traffic. She said since the credit union is combining two parcels and building such a large facility the extra drive up lane makes a lot of sense.

Member Hershiser commented the Credit Union certainly knows if it requires additional parking and in seeking pervious pavement options they are showing responsibility to the community.

Member Ohlogge said she agreed with Member Jackson that the size of the facility should dictate the number of drive up lanes.

Member Jackson asked how many tellers this location would have.

Mr. McKenzie replied there would be 8 total inside, seven with one barrier free access teller window.

Member Ohlogge commented not all of the windows are ever in use.

Ms. April Clobes, MSU Federal Credit Union, 3777 West Road, East Lansing, the applicant, explained the intent is to have the teller windows all open at peak time but the Central Park Branch has limited parking available so they try to control the amount of parking needed by lower staffing levels at certain times. She also stated the barrier free window is staffed by a teller who would move from another window to assist a customer who required barrier free access.

MEMBER HERSHISER MOVED TO APPROVE THE VARIANCES AS WRITTEN.

SECONDED BY MEMBER JACKSON

Chair Beauchine asked for a friendly amendment stating the pervious pavement be required as proposed in the amended documents provided just prior to the meeting since they were not in the original packet.

MEMBER HERSHISER MOVED TO APPROVE THE VARIANCE WITH PERVIOUS PAVEMENT FOR PARKING AS OUTLINED IN ADDITION TO THE PACKET.

SECONDED BY MEMBER JACKSON

VOICE VOTE: YES: Member Hershiser, Jackson, LeGoff, Ohlrogge and Chair Beauchine
NO: None
Motion carried 5-0.

2. ZBA CASE NO. 14-02-12-2 JUSTIN SPANGLER, 5975 CYPRESS STREET, HASLETT, MI 48840
- | | |
|------------------|----------------------------------|
| DESCRIPTION: | 5975 Cypress Street |
| TAX PARCEL: | 10-202-019 |
| ZONING DISTRICT: | RB (Single Family, High Density) |

The applicant is requesting a variance from the following section of the Code of Ordinances:

- Section 86-754, which states in one-family residential districts, no motor vehicle parking space shall be provided in the front yard, except on a paved or gravel driveway that occupies no more than 35 percent of the total areas of the front yard.

The applicant is requesting a variance to exceed the maximum 35 percent of the total areas of the front yard to be occupied by paved or gravel surface for parking.

After being moved up on the agenda to be heard first this case was tabled for an indeterminate amount of time at the applicant's request.

F. OTHER BUSINESS

None

G. PUBLIC REMARKS

None

H. BOARD MEMBER COMMENTS

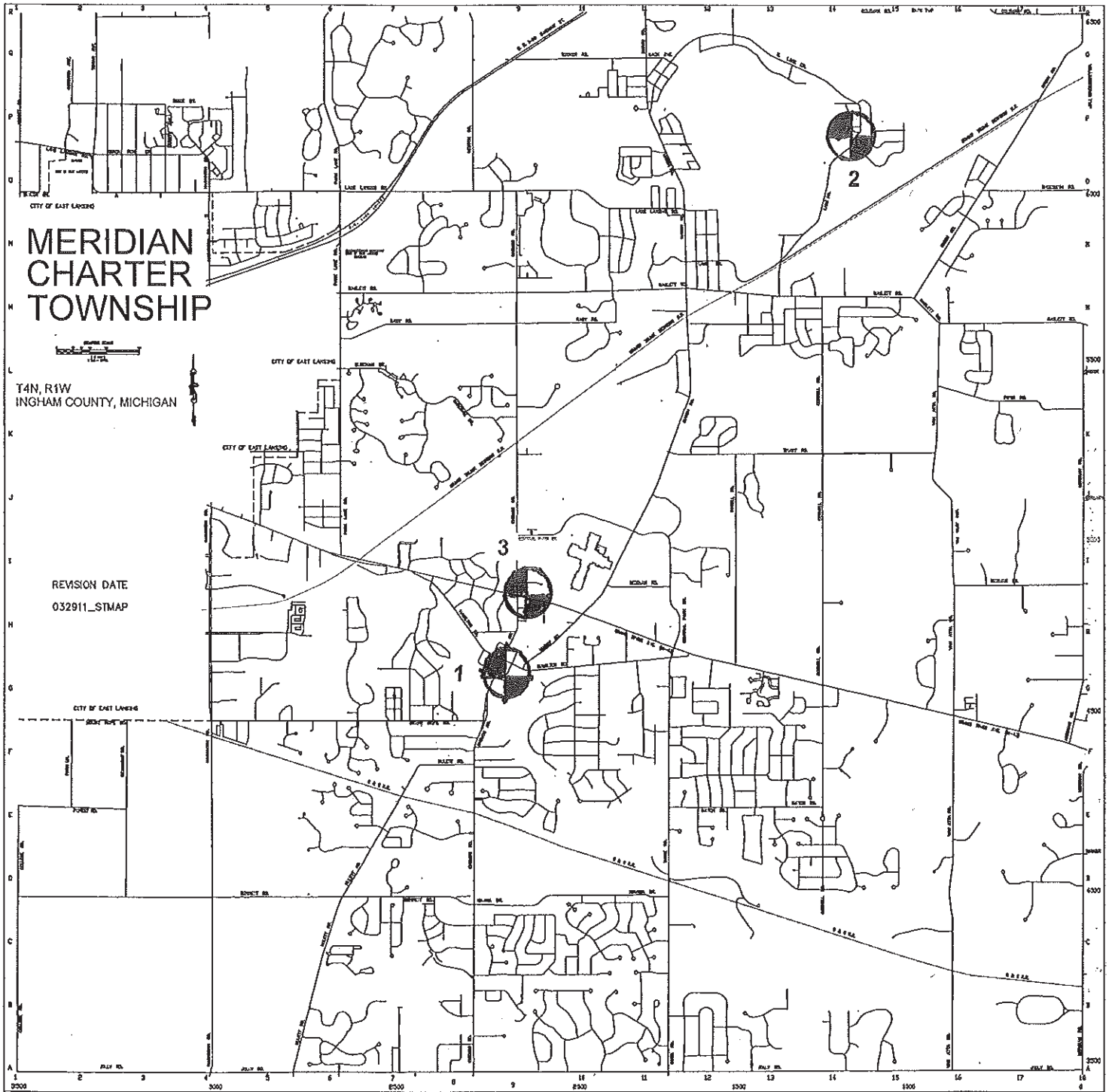
Member Hershiser said he was not planning to attend the selected seminar "Making Bullet Proof Decisions as he did not think it would be beneficial.

I. ADJOURNMENT

Chair Beauchine adjourned the meeting at 7:38 p.m.

Respectfully Submitted,

Angela M. Ryan
Recording Secretary



LOCATION MAP

- 1. ZBA CASE # 13-06-12-2
- 2. ZBA CASE # 14-02-26-1
- 3. ZBA CASE # 14-02-26-3



VARIANCE APPLICATION SUPPLEMENT

A variance will be granted, if the following Review Criteria are met:

1. Unique circumstances exist that are peculiar to the land or structure that are not applicable to other land or structures in the same zoning district.
2. These special circumstances are not self-created.
3. Strict interpretation and enforcement of the literal terms and provisions of the Ordinance would result in practical difficulties.
4. The alleged practical difficulties, which will result from a failure to grant the variance, would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
5. Granting the variance is the minimum action that will make possible the use of the land or structure in a manner which is not contrary to the public interest and which would carry out the spirit of this zoning ordinance, secure public safety, and provide substantial justice.
6. Granting the variance will not adversely affect adjacent land or the essential character in the vicinity of the property.
7. The conditions pertaining to the land or structure are not so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.
8. Granting the variance will be generally consistent with public interest, the purposes and intent of this Zoning Ordinance.

Effect of Variance Approval:


1. Granting a variance shall authorize only the purpose for which it was granted.
2. The effective date of a variance shall be the date of the Zoning Board of Appeals approves such variance.
3. A building permit must be applied for within 24 months of the date of the approval of the variance, and a Certificate of occupancy must be issued within 18 months of the date the building permit was issued, otherwise the variance shall be null and void.

Reapplication:

1. No application for a variance, which has been denied wholly or in part by the Zoning Board of appeals, shall be resubmitted until the expiration of one (1) year or more from the date of such denial, except on grounds of newly discovered evidence or proof of changed conditions found by the Zoning Board of Appeals to be sufficient to justify consideration.

MEMORANDUM

TO: Zoning Board of Appeals

FROM: 
Martha K. Wyatt
Associate Planner/Landscape Architect

DATE: February 21, 2014

RE: ZBA Case No. 13-06-12-2

ZBA CASE NO.: 13-06-12-2 MICHAEL STEVENS/STEVENS ASSOCIATES BUILDERS,
P.O. BOX 127, GRAND LEDGE, MI 48837

DESCRIPTION: 4650 Moore Street

TAX PARCEL: 21-409-003

ZONING DISTRICT: PO (Professional and Office)

The applicant is requesting variances from the following sections of the Code of Ordinances:

- Section 86-471(b)(3), which states the all structures and grading activities shall be setback 50 feet from the ordinary high water mark of the Red Cedar River.
- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.
- Section 86-755, which states for general office, three parking spaces per 1,000 square feet of gross floor area (minimum) to four parking spaces per 1,000 square feet of gross floor area (maximum) are required.

This case was originally heard at the June 12, 2013 meeting of the Zoning Board of Appeals. At that time the applicant had proposed to construct an approximate 768 square foot addition to the existing building located at 4650 Moore Street, (Smart Homes Smart Offices). The proposed plans presented in June 2013 included a second floor addition (528 square feet) to the existing 1-story section of the building and an approximate 240 square foot, 1-story addition on the east façade.

Several issues were discussed at the June 12, 2013 ZBA meeting including the following: a parking agreement with Independent Bank (2119 Hamilton Road) which would permit employees from Smart Homes Smart Offices to park in the bank parking lot; concerns with the current parking lot configuration on the subject site (4650 Moore Street); cars backing into Moore Street; and concerns that certain aspects of the business may not be permitted uses in the Professional and Office (PO) zoning district.

On June 12, 2013 the ZBA heard the details of the case and voted to table the case until the following information was provided or completed:

- The applicant should apply for site plan review.
- The use of the building shall be approved by the Director of Community Planning and Development.
- The applicant should contact the Ingham County Road Department regarding conflicts with vehicular movement in the parking area (backing into Moore Street).
- A copy of a draft parking agreement between the property owner of 4650 Moore Street and Independent Bank (2119 Hamilton Road) should be submitted to the Township for review.

Since that time the applicant has provided a new site plan and new information. Staff met with the property owner, John Gilluly on February 19, 2014 to discuss the revised plans and suggested changes. Following is a summary of the revised information which includes staff's comments:

- The proposed addition at 4650 Moore Street has been modified. The 1-story addition on the east side of the building has been eliminated. A second floor addition (528 square feet) is proposed over the existing 1-story section of the building, similar in scope as the original proposal. The addition will provide additional office space. The gross square footage of the existing building (3,088 square feet) and 2nd story addition is approximately 3,618 square feet.
- The applicant has not applied for site plan review. Staff has reviewed site issues and ordinance requirements with the applicant, noting additional variances may be required during site plan review.
- John Gilluly, president of Smart Homes Smart Offices, is now renting office space for Smart Homes, Inc. at 2109 Hamilton Road (Hamilton Centre), which is zoned C-2 (Commercial). As part of their tenancy four (4) parking spaces are provided. These four (4) parking spaces are dedicated to the office space at 2109 Hamilton Road and cannot be counted at part of the required parking at 4650 Moore Street.
- The property at 2109 Hamilton Road is zoned C-2 (Commercial). The technical and installation services offered by Smart Homes Smart Offices are now located at 2109 Hamilton Road and appear to be consistent with uses allowed in the C-2 (Commercial) zoning district (Section 86-404).
- Administrative and general office uses are located in the office building at 4650 Moore Street and appear to be consistent with uses allowed in the Professional and Office (PO) zoning district (Section 86-432).

- The Ingham County Road Department (ICRD) was contacted by the applicant but did not provide specific comments regarding issues related to backing into Moore Street. Staff has suggested the three (3) driveways be consolidated into one central driveway by eliminating the northern driveway and create one (1) 25-foot wide driveway. The ICRD was in support of staff's suggestion for the driveway consolidation, subject to review and approval by the ICRD.
- Independent Bank is willing to have an informal agreement with Smart Homes Smart Offices, allowing their employees to use three (3) parking spaces at the bank site. A written and more permanent agreement is not an option being offered by Independent Bank. As a result, the three (3) parking spaces at the bank site cannot be considered as valid parking spaces for 4650 Moore Street.
- One (1) bicycle rack is proposed, however it is in conflict with the parking space south of the bike rack. A drive 24-foot wide drive aisle is required and the plan shows an 18-foot wide drive aisle. The applicant is willing to relocate the bike rack to the concrete patio located on the east side of the building.
- Modifications are proposed to the existing parking lot in areas that are located within the 50-foot structure and grading setback from the ordinary high water mark of the Red Cedar River.
- A 2-stall dumpster enclosure is proposed at the southeast corner of the parking area. The proposed dumpster enclosure is located within the 50-foot grading and structure setback from the ordinary high water mark of the Red Cedar River.
- The revised plan shows seven (7) parking spaces, however one (1) of the spaces will be eliminated as an eight (8) foot wide van accessible aisle is required for the barrier-free parking space and the plan shows a five (5) foot wide access aisle.

Based on the revised plan and information, the following variances are requested as outlined below.

Section 86-471(b)(3) Setbacks from Water Features

The applicant is proposing to construct a 2-stall dumpster enclosure and modify the existing parking lot. These improvements are located within the 50-foot structure and grading setback of the ordinary high water mark of the Red Cedar River. The proposed dumpster enclosure is considered a structure. Grading will occur in the 50-foot setback as part of the construction of the dumpster enclosure. The dumpster enclosure is located approximately 30 feet from the ordinary high water mark, at its closest point, thus encroaching into the setback approximately 20 feet.

Additional paving will be added to the parking lot in order to straighten out three (3) parking spaces. The parking lot is considered a structure and is located within the 50-foot structure and grading setback. Grading will occur in the 50-foot setback from the Red Cedar River as part of the parking lot improvement.

The leading edge of the revised parking lot is located approximately 29 feet from the ordinary high water mark of the Red Cedar River, thus encroaching into the setback approximately 21 feet.

The applicant is requesting a variance to encroach into the 50-foot setback of the Red Cedar River. The following chart summarizes the variance request:

	Required Setback	Proposed Setback	Variance Request
Dumpster Enclosure (Structure & Grading)	50 feet	30 feet	20 feet
Parking Lot (Structure & Grading)	50 feet	29 feet	21 feet

Section 86-618(2) Adding onto a Nonconforming Structure

The existing building is considered nonconforming because the building does not meet current required setbacks for the side yard and the setback from the ordinary high water mark of the Red Cedar River. The required side yard setback in the PO district is 15 feet, per Section 86-432(d)(3)a. The existing building is located approximately 4.7 feet from the north lot line, at the closest point.

Per Section 86-471(b)(3), the required structure and grading setback from the Red Cedar River is 50 feet as measured from the ordinary high water mark. Staff estimates the ordinary high water mark to be the "edge of water" as shown on the plan. The existing building at its closest point is located approximately 46 feet from the ordinary high water mark. The proposed 2nd story addition will also be located approximately 46 feet from the ordinary high water mark.

Section 86-618(2) states a nonconforming structure, other than a single-family structure, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.

The proposed addition will increase the area, height, bulk, and extent of the nonconforming building; therefore the applicant is requesting a variance.

Section 86-755 Parking Standards

The gross square footage of the existing building (3,088 square feet) plus the proposed addition (528 square feet) is approximately 3,618 square feet. The required number of parking spaces for an office use is 3 (minimum) to 4 (maximum) spaces per 1,000 square feet of gross floor area. In this case 11 (minimum) to 15 (maximum) parking spaces are required.

Two (2) bicycle spaces are provided with the proposed bicycle rack. Per Section 86-760(h), the number of required motor vehicle parking spaces may be reduced by one (1) motor vehicle parking space for every two (2) bicycle parking spaces installed on a site; however the reduction cannot exceed 10% of the total number of motor vehicle parking spaces. In this case required number of parking spaces can be reduced by one (1) space.

Ten (10) parking spaces are required and six (6) parking spaces are provided on the subject site; therefore the applicant is requesting a variance. The following chart summarizes the variance request:

	Required Parking	Proposed Parking	Variance Request
Parking	10 spaces (minimum)	6 spaces	4 spaces

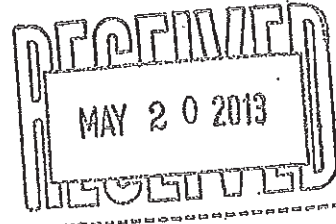
Site History

- On September 12, 1973 site plan review was granted under Site Plan Review #73-12.
- The office building was constructed in approximately 1975.
- A new business permit was issued on December 12, 2012 for current business under PB #12-0778. A Certificate of Occupancy has not been issued as of the date of this memorandum.
- On June 12, 2013 the Zoning Board of Appeals voted to table ZBA Case No. 13-06-12-2 until additional information was provided by the applicant.

Attachments-to be revised

1. Application
2. Site Location Maps
3. Letter and submittals from Applicant dated February 17, 2014
4. Approved Zoning Board of Appeals minutes dated June 12, 2013, for ZBA Case #13-06-12-2
5. Letter dated June 17, 2013 regarding the decision by the Zoning Board of Appeals to table ZBA Case #13-06-2-2
6. Existing and Proposed Site Plans dated received by the Township on February 17, 2014
7. Site plan showing 50-foot water features setback
8. Building Elevations and Floor Plans

CHARTER TOWNSHIP OF MERIDIAN
PLANNING DIVISION
5151 MARSH ROAD, OKEMOS, MI 48864
(517) 853-4560



VARIANCE APPLICATION

A. Applicant MICHAEL STEVENS w/ STEVENS ASSOCIATES BUILDERS
Address of Applicant P.O. Box 127
GRAND LEDGE, MI 48837
Telephone (Work) (517) 204-0967 Telephone (Home) (517) 622-1784
Fax (517) 622-1784 Email address: MIKE@STEVENSASSOCIATESBUILDERS.COM
Interest in property (circle one): Owner Tenant Option Other

CALL FIRST

B. Site address/location 4650 MOORE STREET
Zoning district _____ Parcel number 21-429-003

C. Nature of request (Please check all that apply):
 Request for variance(s)
 Request for interpretation of provision(s) of the "Zoning Ordinance" of the Code of Ordinances
 Review an order, requirements, decision, or a determination of a Township official charged with interpreting or enforcing the provisions of the "Zoning Ordinance" of the Code of Ordinances

Zoning Ordinance section(s) _____

D. Required Supporting Material Supporting Material if Applicable
-Property survey -Architectural sketches
-Legal description -Other
-Proof of property ownership or approval letter from owner
-Site plan to scale
-Written statement, which demonstrates how all the review criteria will be met (See next page)

[Signature] MICHAEL STEVENS 5-20-13
Signature of Applicant Print Name Date

Fee: \$450 Received by/Date: Peter Mennan 5-20-13

I (we) hereby grant permission for members of the Charter Township of Meridian Zoning Board of Appeals, Township staff members and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purposes of gathering information including but not limited to the taking and the use of photographs. (Note to Applicant(s): This is optional and will not affect any decision on your application.)

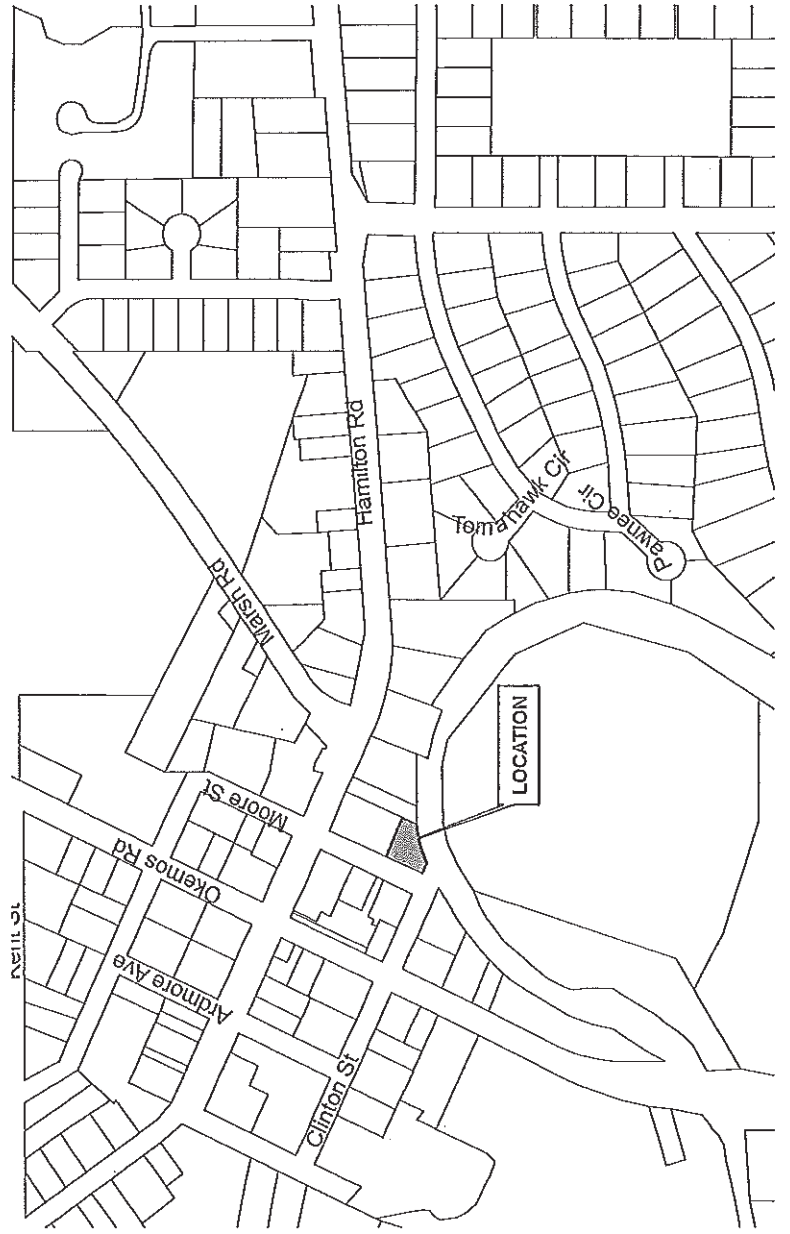
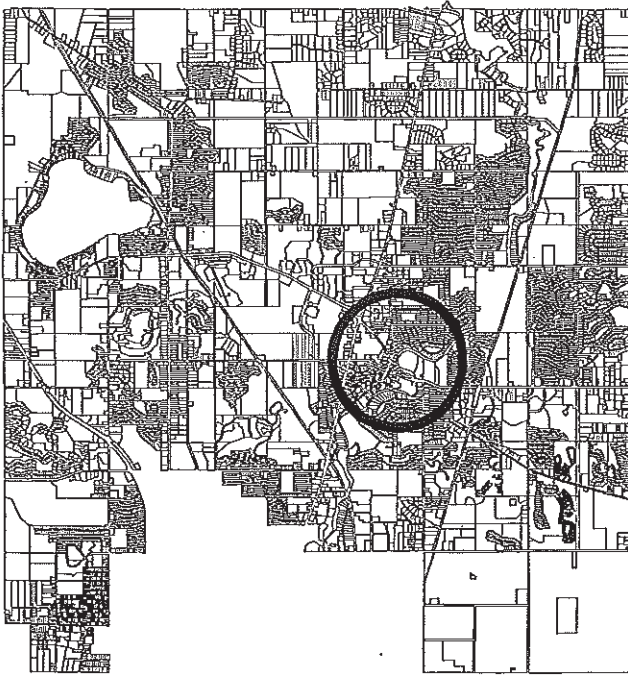
[Signature] 5-20-13
Signature of Applicant(s) Date

Signature of Applicant(s) Date

**ZONING BOARD OF APPEALS #13-06-12-2
(MICHAEL STEVENS)**

**REQUEST TO ADD ONTO
NONCONFORMING BUILDING &
PROVIDE INSUFFICIENT NUMBER
OF PARKING SPACES AT
4650 MOORE STREET**

CHARTER TOWNSHIP OF MERIDIAN



Marsh Rd

Hamilton Rd

2109

Hamilton Centre
C-2

PO

4650

LOCATION

Moore St

2119

Independent Bank
C-2

Arrowhead Apts.
C-2

4659

PO

2120-2126

Okemos Rd

Clinton St

Red Cedar River

Variance Request for 4650 Moore Street Okemos, MI 48864

As prepared by Michael Stevens, applicant for John & Karen Gilluly, Owners (Revised 2/14/14)

VARIANCE APPLICATION SUPPLEMENT

A variance will be granted, if the following Review Criteria are met:

1. **Unique circumstances exist that are peculiar to the land or structure that is not applicable to other land or structures in the same zoning district.**

This property is smaller in size and unusually shaped with a large percentage of its total site square footage unbuildable, due to the severe grade drop to the Red Cedar River along its Southern edge. The existing parking lot foot print is irregularly shaped and not large enough to accommodate the required number of parking spaces, and on-site options to increase the number of parking spaces are severally limited.

2. **These special circumstances are not self-created.**

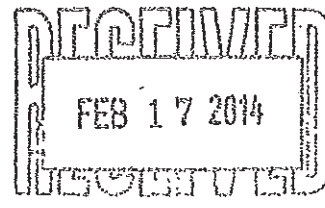
The above special circumstances are not self-created as Owners purchased the property "as-is".

3. **Strict interpretation and enforcement of the literal terms and provisions of the Ordinance would result in practical difficulties.**

Strict interpretation and enforcement of the existing Ordinance would prohibit the existing building to be used at all, since the building and site "as-is" is a non-conforming building with many non-conforming zoning and set-back issues.

4. **The alleged practical difficulties, which will result from a failure to grant the variance, would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.**

The existing site cannot support the number of parking spaces required for the zoned use. In addition, the existing building does not have enough office space for the Owners intended purpose and growing business. The variance request is for a 2nd story addition on-top of the existing one story rear section of the building. Total building footprint increase will be zero.



5. **Granting the variance is the minimum action that will make possible the use of the land or structure in a manner which is not contrary to the public interest and which would carry out the spirit of this zoning ordinance, secure public safety, and provide substantial justice.**

Property is zoned Office and is surrounded by similarly situated properties. Proposed 2nd floor additional office space is necessary for the property to properly function as Owners envisioned.

6. **Granting the variance will not adversely affect adjacent land or the essential character in the vicinity of the property.**

The proposed 2nd story addition will sit directly on top of the present one story rear portion of the building and will be architecturally consistent with the existing building. The only adjacent property that may be "affected" is the parking lot & office building to the North.

7. **The conditions pertaining to the land or structure are not so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.**

The property topography, site size, shape and the existing building's siting make this a unique, one-of-kind situation which warrants careful and thoughtful variance consideration. Requested variances encourage re-purposing and re-using existing structures within existing neighborhoods while recognizing the constraints of typical zoning requirements, which may not normally allow for such deviations.

8. **Granting the variance will be generally consistent with public interest, the purpose and intent of this Zoning Ordinance.**

The property is zoned Office, is being used as an office and is surrounded by other office buildings. From a zoning and aesthetic perspective, the existing building and site "fits in" nicely with the adjacent office buildings (and even with the higher-density residential townhome site to the East). Existing building, along with the adjacent buildings in the neighborhood, all possess a more residential scale and feel, which is one of the biggest reasons why the Owners purchased this property.

Smart Offices, Inc.

4650 Moore Street
Okemos, MI 48864

Smart Homes, Inc.

Hamilton Centre
2109 Hamilton Rd. Suites 130B, 130C
Okemos, MI 48864

Phone: (517) 381-5171
contact@mysmarthomes.com
www.mysmarthomes.com



2/17/14

Charter Township of Meridian
Zoning Board of Appeals
Attn: Martha Wyatt
5151 Marsh Road
Okemos, MI 48864

Esteemed members of the board:

On June 12, 2013, Smart Homes, Inc. / Smart Offices requested a variance to add on to nonconforming building and for parking provided on site. Since that meeting, we have modified our original request at the board's recommendation. Details are as follow:

In compliance with the commercial designation requirements of Smart Homes, Inc., we have secured space at the Hamilton Centre Office Building, located at 2109 Hamilton Rd. Suites, 130 B and C, where our service vans are now parked when not in service. As a result of our tenancy, we have also acquired 2+ additional parking spaces at the Hamilton Centre office building, and through written agreement with Independent Bank, three additional spaces for staff, reducing the overall number of vehicles parking at the 4650 Moore Street location. Furthermore, we have amended the proposal for parking at Smart Offices, Inc., located at 4650 Moore St. to address volume and traffic flow concerns. Additional details on traffic and parking can be found in the attached parking summary.

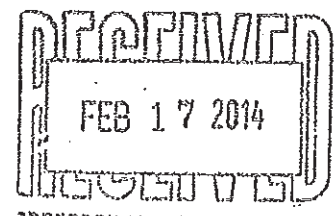
Finally, the revised variance request is for a 2nd story addition on-top of the existing one story rear section of the building. Total building footprint increase will be zero. We are no longer seeking the storage shed that was in the original request.

We look forward to presenting our case before the board on 2/26/14. Should you have any questions before then, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in cursive script that reads "John Gilluly".

John Gilluly
President



Smart Offices, Inc.

4650 Moore Street
Okemos, MI 48864

Smart Homes, Inc.

Hamilton Centre
2109 Hamilton Rd. Suites 130B, 130C
Okemos, MI 48864

Phone: (517) 381-5171
contact@mysmarthomes.com
www.mysmarthomes.com



Parking Summary

The following provides an overview of available parking options for both Smart Homes and Smart Offices employees.

Smart Offices: 4650 Moore St. Okemos, MI 48864

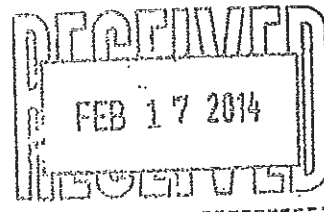
- Seven (7) spaces and one (1) bike rack for Smart Offices employees per Meridian Township requirements specified in Sec. 86-756 of the municipal code. Please see attached parking plan.

Hamilton Centre: 2109 Hamilton Rd. Suites 130B & 130C, Okemos, MI 48864

- Two (2) spaces located in the South end of the parking lot for Smart Homes employees.
- Two (2)+ additional spaces for the service vans and customer parking.

Independent Bank: 2119 Hamilton Rd., Okemos, MI 48864

- Since early last year, the bank has designated three (3) spaces in the far West end of the parking lot for Smart Homes and Smart Offices employees per the verbal agreement with the Bank. In place of submitting a written letter and at the express request of the Bank itself, we ask that you please contact Branch Manager, Dan Kreft at (517) 203-3800 for confirmation of this arrangement. We wish to remain a good neighbor and ask that you please accept the bank's preferred method of communication for the purposes of the board's review.



Maria Ostrander

To: wyatt@meridian.mi.us
Cc: DKreft@ibcp.com; KJacobs@ibcp.com; John Gilluly; Mike Stevens
Subject: Parking arrangement for ZBA #13-06-12-2

Dear Ms. Wyatt.

In compliance with the Board's request for supplemental materials by end of day 2/17/14, we humbly submit the following:

Since early last year, the bank has designated three (3) spaces in the far West end of the parking lot for Smart Homes and Smart Offices employees per the verbal agreement with Independent Bank, located at 2119 Hamilton Rd., Okemos, MI. In place of submitting a written letter and at the express request of the Bank itself, we ask that you please contact Branch Manager, Dan Kreft at (517) 203-3800 for confirmation of this arrangement. We wish to remain a good neighbor and ask that you please accept the bank's preferred method of communication for the purposes of the board's review.

As always, we thank you for your time and assistance and hope you will not hesitate to contact us directly should you have any questions.

Respectfully in service,

Maria Ostrander

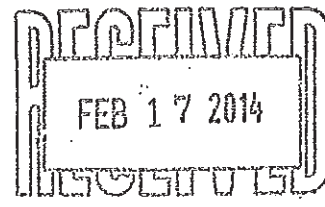
Marketing Specialist
Smart Homes, Inc. / Smart Offices
4650 Moore St.
Okemos, MI 48864

(517) 381-5171 – Office
(702) 925-0737 – Fax

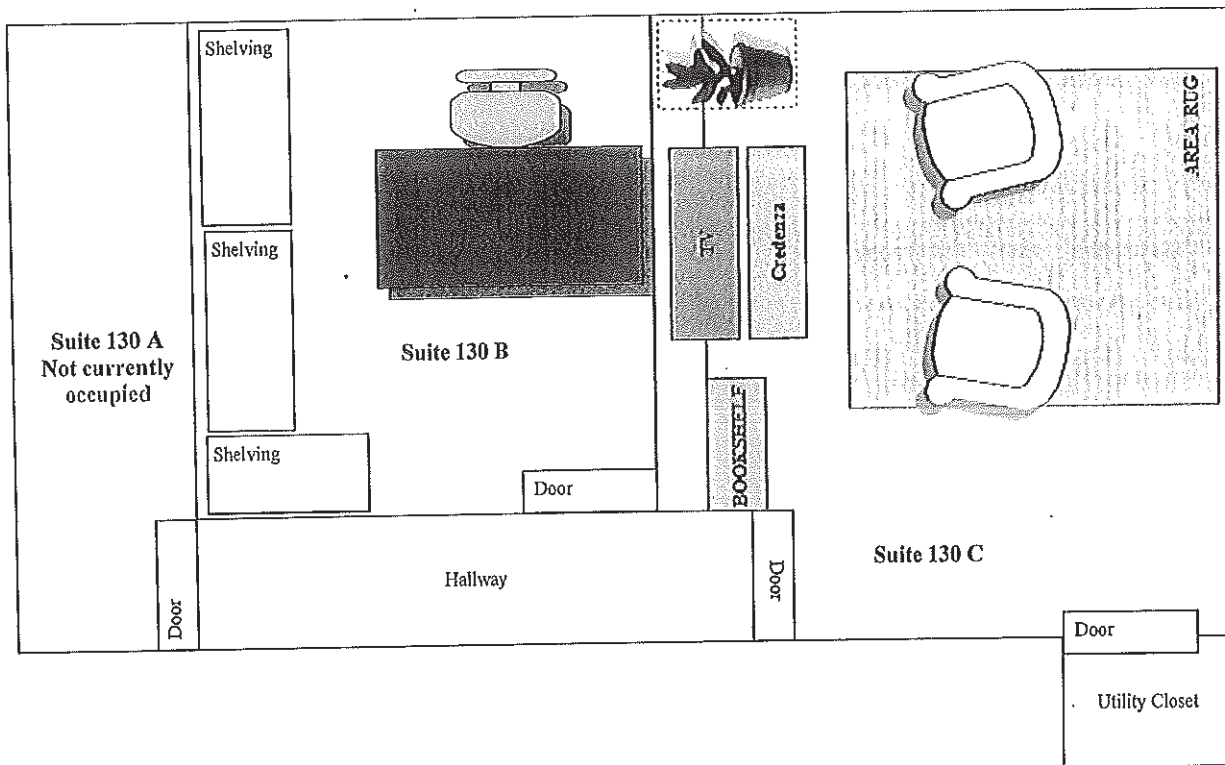


www.MySmartHomes.com
www.SmartOfficesInc.com

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Proposed Layout and Use of Suites 130 B and 130 C, located at 2109 Hamilton Centre, Okemos, MI



RECEIVED
FEB 17 2014
RECEIVED

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 1: Parties and Basic Information DATE: 11/7/13

LANDLORD: Russell Builders, Inc.

ADDRESS OF LANDLORD: 2109 Hamilton Rd. Suite 220 Okemos, MI 48864

TENANT: John Gully

TENANT SOCIAL SECURITY NUMBER: (90-66-2639)

TENANT FEDERAL I.D. NUMBER: _____

TENANT D.O.B: 2/13/60

ADDRESS OF TENANT: 4650 Moore St.

TENANT BUSINESS NAME: Smart Homes

TENANT MAILING ADDRESS: Same

Section 2: Leased Premises

In consideration of the covenants, conditions, agreements and stipulations of the lease hereinafter expressed, Landlord does hereby demise and lease to the Tenant, and the Tenant does hereby take and hire from the Landlord, the following premises as described below:

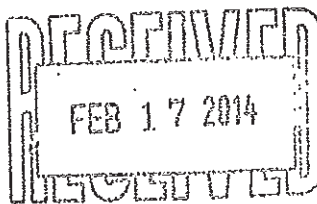
BUILDING NAME: Hamilton Centre

ADDRESS: 2109 Hamilton Rd. Okemos, MI 48864

SUITE: #130-B & 130-C (Two offices S.E. Corner)

APPROXIMATE SQUARE FOOTAGE: Not Applicable

The Landlord and Tenant hereby agree to the following provisions for the leased premises as described in section 2:



Page 1 of 7
Tenant Initials: (Signature)
Landlord Initials: (Signature)

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section : 3: Term of Lease

3.1 - The term of the lease shall be for a period of 12 months ^{+ 20 days} commencing on 11/11/2013 and terminating on 12/31/14.

3.2 - In the event that the Tenant remains in possession of the premises after termination of this lease or any option of which Tenant shall have availed itself, said possession will be deemed month to month basis under the same conditions as provided in this Lease Agreement except for the term of occupancy being month to month and the rental rate shall be the prevailing rental rate established by Landlord for leasing the subject premises to other prospective tenants. Landlord approval is required for Tenant to remain in premises past lease termination date as identified in section 3.1. Contract Amount is \$7,283.00 with monthly installments for the described premises.

The first lease (PAYMENT) obligation is: ~~(Pro-rated)~~ \$383 Dollars and 00/100 (November).

Beginning 12-1-13, monthly payment is \$575.00

4.1 Tenant is responsible for the Full term of the lease. Total due landlord is Seven Thousand, Two Hundred, & Eighty Three Dollars $\frac{00}{100}$

4.2 The monthly rental payments are due by the first (1st) day of each month during the term of this lease agreement or any extension thereof. In the event the Lessee has not paid the monthly rent by the 1st, there is NO "grace" period. Lessee shall pay a 10% fee of the monthly rental amount in addition to rent due if late.

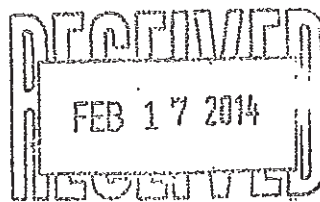
4.3 - Rents are to be delivered to the Landlord address as described in section 1 by date described in section 4.2. Landlord reserves the right to change mailing address with reasonable notice to tenant.

4.4 - Wireless internet is included in rent. Landlord holds the right to terminate this service at Landlord's discretion in the event of late rent. Use of internet without knowledge of landlord will result in a \$100.00 fee plus monthly rate. Tenant holds the right to cancel wireless internet usage with minimum one months notice.

4.5 - Tenant agrees to pay forty dollars (\$40.00) for non-sufficient funds on returned or unpaid checks. All non-sufficient fund fees shall be considered additional rent and shall compensate the Landlord for costs incurred because of late payments, including fees assessed to cover tenant's checks that have been returned for insufficient funds. The Landlord's right to collect this additional rent shall be in addition to the landlord's right to take action under other provisions of this lease for the Tenants default in paying rent.

4.6 - If the tenant fails to pay rent or any other sums when due, the landlord serves a notice of default on the tenant as required by law, and Tenant fails to remit the amounts due before the notice period expires, the amount of court costs and actual attorney fees incurred by the Landlord in enforcing the Landlord's remedies shall be added to the amount of the arrearage. A seven day "notice to quit" may be served to the Tenant in the event of nonpayment.

4.7 - In the event that rental payment is chronically late, Landlord or Landlord's agent may give Tenant reasonable notice of intention to terminate this lease. Tenant shall quit and surrender the leased premises to landlord upon expiration of lease as notified by Landlord in said notice. Tenant is considered chronically late if rent is not received by Landlord on or before the due date three (3) times in a period of twelve (12) months. Termination of lease due to nonpayment does not release tenant of rent due. Only upon releasing of premises will Landlord consider releasing Tenant of the lease obligation. Landlord holds the right to re-lease space following termination of lease. Tenant is responsible for loss of rent if new lease rate is less than the rate that this Tenant is obligated to pay. Tenant is responsible for all costs associated to lease termination. Rent shall not be considered late if payment cannot be made due to causes beyond the Tenants control.



Page 2 of 7
Tenant Initials [Signature]
Landlord Initials [Signature]

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 5: Security Deposit

5.1 - The deposit used as security to bind this lease and to offset possible repairs (equal to one month rent). Five Hundred Seventy Five Dollars and 00/100 \$ (575 .00). (Deposit is not used by tenant to offset rent payment). If more than one person is on this lease as tenant then all tenants are jointly and severally liable for all terms, conditions and covenants of this lease. Deposit is due prior to execution of lease.

5.2 - Deposit is to reimburse the Landlord for actual damages to the premises and any common areas that directly results from conduct by Tenant not reasonably expected in the normal course of habitation of a dwelling. Tenant to pay the Landlord for all rent in arrears or due for premature termination of this lease by the Tenant. The tenant is liable for any balances remaining unpaid after the Landlord applies the security deposit to such amounts. The balance, if any, of the security deposit shall be refunded to tenant within forty five (45) days following termination of lease.

5.3 - Security Deposit Notices

- A) Subject to the notice provision below, Landlord will mail to Tenant, within thirty (30) days after termination of occupancy, an itemized list of claimed damages for which the security deposit will be used.
- B) Tenant shall forward all communications regarding the security deposit and any other issues related to this lease to Landlord address.
- C) The security deposit is held at 5/3rd bank.
- D) Tenant must notify landlord in writing within four (4) days after moving out of the leased dwelling of a forwarding address where tenant can be reached and where tenant will receive mail; otherwise, Landlord will be relieved of sending tenant an itemized statement of damages and the penalties adherent to that failure.

Section 6.0 - Cleaning Fee

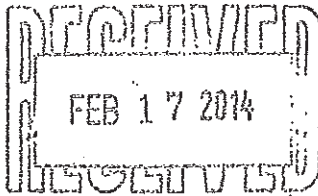
6.1 - Tenant further agrees to pay Landlord the sum of 0.00 for a cleaning fee, which is non refundable.

6.2 - Tenant will be responsible for any cleaning costs incurred by Landlord to bring property back to its original condition less normal wear. This includes but is not limited to cleaning of walls, interior of windows, carpet, ceiling and doors.

Section 7.0 - Tenant Maintenance

7.1 - Tenant agrees to provide or pay for building and property maintenance as follows: Tenant is to provide and use chair mats for all chairs in their unit/ suite to prevent wear on carpet.

7.2 - Landlord to provide or pay for building and property maintenance as follows: included in rent. Normal.



Page 3 of 7
Tenant Initials ()
Landlord Initials ()

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 8.0 - Utilities

8.1 - The Tenant shall be responsible for the following utilities. Said utilities are to be in tenants name and are to be paid promptly: utilities included. (PHONE SERVICE IS NOT INCLUDED).

8.2 - The Landlord shall be responsible for the following utilities. Water, sewer, trash removal.

Section 9.0 - Signage

9.1 - Use of signage must be permitted by Landlord and by local municipalities. Signage approval is to be incorporated as part of this lease. Landlord approval does not guarantee municipality approval. Landlord agrees to no tenant signage on building. Landlord will provide one outside directional sign and one door tag. Communication of sign detail is between tenant and Sign-a-rama. To be approved by landlord.

Section 10.0 - Condition

10.1 - Tenant shall examine the premises and complete an Inventory and Condition Statement. The statement shall be given to the landlord within seven days after taking occupancy. The tenant should note on the Statement conditions that need repair or maintenance. Should tenant not return a statement within seven days, it shall be understood that the dwelling is in excellent condition.

10.2 - Throughout the term of this lease, the tenant shall maintain the premises in good condition and shall allow no waste of the premises or utilities. Tenant shall be liable for any damage to the premises or utilities that are caused by the acts or omissions of the Tenant or Tenant's guests. The Tenant shall pay, on demand of the Landlord, cost to replace any broken or damaged window glass, damaged property or lost or broken keys. Tenant shall maintain property with ownership care.

Section 11.0 - Alterations and Surrender of Premises

11.1 - Other than hanging decorations on the walls with approved material, the Tenant shall not alter, decorate or paint without written consent from landlord. Tenant shall not remove any furnishing or appliances supplied. Tenant is responsible for cost to repair any alteration.

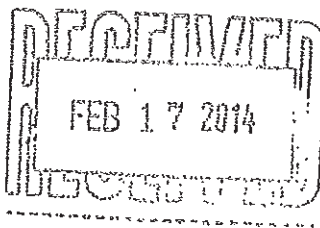
11.2 - Any remodeling costs will be the responsibility of Tenant, however must be approved by Landlord. Landlord holds the right to be builder or remodeler for any improvements.

Section 12.0 - Assignment and Subleases

12.1 - The Tenant shall not assign or sublease any part of the premises without written approval by landlord. ✓

Section 13.0 - Access to the Premises

13.1 - Landlord and its representatives shall have reasonable access to the premises for inspection, maintenance or repair. This includes reasons of building improvement, emergency and governmental inspection. Landlord may show premises to prospective tenant or buyer during last ninety (90) days of lease period.



Page 4 of 7
Tenant Initials AM
Landlord Initials J.R.

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 14.0 - Abandonment

14.1 - If tenant removes substantially all tenant's property from the premises, landlord may immediately enter and redecorate without abatement of rent and these acts shall not affect the Tenant's obligations under this lease. If the Tenant abandons the premises before the lease expires, all rent for the remainder of the term of the lease shall immediately become due. Landlord has absolute right to remove any personal property and dispose of following abandonment. Landlord shall have the right to enter and repossess the premises, to remove all persons there, remove all property there as may be allowed by law and in such event, this lease and all rights of the Tenant shall terminate. Tenant shall remain liable to the landlord for the payment of rent which is specifically reserved herein and shall be due and payable, notwithstanding Landlord service of a notice to terminate residency upon Tenant, and Landlord shall have the duty to mitigate and minimize damages for the balance of the rent reserved herein. The failure on the part of the landlord to re-enter or repossess the premises, or to exercise any of its rights hereunder upon any default, shall not preclude the landlord from the exercise of any such rights during the continuance of such default or upon an subsequent default. Acceptance of past due rent will in no way act as a waiver of Landlord's right to terminate the lease for non-payment of the rent when due. In addition, if landlord terminates this lease, landlord may recover its expenses for enforcing the lease, including court costs and actual attorney fees from Tenant and rent for the rest of the term of the lease shall immediately become due and payable.

Section 15.0 - Insurance

15.1 - Tenant is responsible to carry a minimum \$500,000.00 public liability insurance and a minimum of \$500,000.00 property damage insurance protecting both landlord and tenant. A copy is to be provided with lease and prior to occupancy.

Section 16.0 - Property Loss or Damage

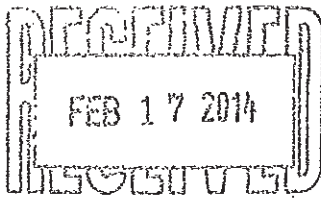
16.1 - To the extent permitted by law, landlord shall not be liable to Tenant for any damage to property or loss of Tenant's personal property that is caused by theft or casualty on the premises. Tenant shall indemnify and save harmless the landlord from all liability or cost resulting from negligence by Tenant. Tenant should carry a renter's insurance policy. Landlord in not responsible for any loss or damage of Tenant's property.

Section 17.0 - Fire or Casualty Damage

17.1 - Should premises leased be partially damaged by fire or other cause at any time, the Landlord at his option, may either terminate this lease or repair or restore the premises. If the premises are so restored or repaired then this lease shall remain in full force and effect but rent shall be prorated to allow for time of occupancy not permitted. If premises cannot be repaired or restored within reasonable time, this lease shall terminate and the landlord shall have not liability to the Tenant or any other person. Landlord shall not be liable for any delay for providing housing for the tenant during repairs.

Section 18 - Waiver of Subrogation

18.1 - Each party does hereby remise, release and discharge the other party, and any officer, agent, employee, or representative of such party, of and from liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the insured party at the time of such loss, damage or injury by the insured party.



Page 5 of 7
Tenant Initials [Signature]
Landlord Initials [Signature]

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 19.0 - Default

19.1 - If tenant shall default in fulfilling any covenant or condition of the lease, or if landlord shall deem objectionable or improper any conduct of Tenant or any of those dwelling in or visiting the premises, Landlord may give Tenant seven (7) days notice of intention to terminate this lease (Notice to Quit) and at the expiration of said seven (7) days the Tenant will quit and surrender the premises to Landlord according to the laws of Michigan. Landlord may also elect to terminate this lease agreement, thereby relieving itself of any further duties or obligations hereunder and thereafter take or commence whatever steps or proceedings Landlord deems appropriate for the collection of damages or other relief, or without disaffirming this lease agreement, restore himself to the exclusive use and possession of the leased premises in any manner permitted or afforded by law and thereafter release the leased premises or any part thereof for the account of the Tenant to any person, upon such terms and conditions as Landlord in its sole discretion shall determine. If the rent collected by Landlord upon any such re-letting for Tenants account are insufficient to satisfy the monthly rentals in amounts herein reserved and not previously paid by Tenant, Tenant shall pay the amount of each monthly deficiency upon demand together with the cost of any repairs, alterations, or redecoration necessary for such re-letting. Tenant shall be responsible for lost rent during re-rental period. Tenant shall be responsible for any attorney fees accrued by Landlord in recovery and enforcement of any provisions in this lease.

Section 20.0 Termination

20.1 - When this lease terminates, Tenant shall surrender possession of the premises to the landlord in the condition it was in when it was delivered to the Tenant, except for normal wear. The Tenant shall also return all keys for the premises to the Landlord. Keys include entry, office and mailbox.

20.2 - Lost keys will be a charge \$5 per key. Note; One set of key provided. Mail box, Entry Door, Suite or office door.

Section 21.0 - Holdover

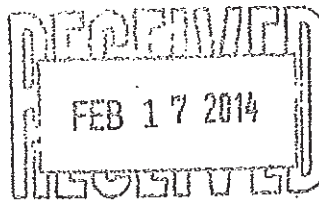
21.1 - It is understood that if the Tenant is unable to vacate the said leased premises at the proper time that coincides with the given notice to vacate and or lease expiration date, there will be an additional daily rent assessed to tenant at the cost of \$25.00. This is in addition to the daily (as prorated) rent obligated. Said fee will be omitted if Landlord agrees to extension of lease.

Section 22.0 - Renewal

22.1 - This lease can be renewed only by written mutual agreement between tenant and landlord. Rent and other conditions of lease are subject to review. 90 day written notice is required of tenant to request renewal. Landlord holds the right to adjust lease terms for a renewed lease.

Section 23.0 - Enforcement

23.1 - In the event that Landlord incurs and expense in enforcing any provision of this lease, Tenant in default shall pay to landlord all costs and expenses so incurred, including all reasonable fees.



Page 6 of 7
Tenant Initials
Landlord Initials

Russell Builders, Inc.
COMMERCIAL LEASE AGREEMENT

Section 24.0 - Non Liability

24.1 - Landlord shall not be responsible or liable to Lessee for any loss or damage that may be occasioned by or through the acts or omissions of any persons occupying adjoining premises or any part of the premises adjacent to or connected with the demised premises or any part of the building of which the demised premises are a part of for any loss or damage resulting to Tenant or his property from burst, stopped or leaking water, gas, or sewer pipes or for any damage or loss of property within the demised premises from any cause whatsoever. In the event of sale or transfer (including any transfer by operation of law) of the demised premises Landlord (and any subsequent Owner of the demised premises making such a transfer) shall be relieved from any and all obligations and liabilities under this Lease except such obligations and liabilities as shall have arisen during Landlord's (or such subsequent Owner's) respective period of Ownership, provided that the transferee assumes in writing all of the obligations of the Landlord under this lease.

Section 25.0 - Indemnity

25.1 - Tenant shall indemnify Landlord from all liability to third parties for damages to person or property in, or from the leased premises from any cause whatsoever other than caused by the negligence of Landlord, and from all liability to third parties by reason of any negligent or wrongful act of Tenant, its agents, employees, invitees or contractors.

Section 26.0 - OTHER

26.1 Parking is Restricted as follows: ONE space in south lot. TWO spaces in north lot. ~~NO overnight parking.~~

This lease is effective on the date of signatures as shown below. By signing this lease, you hereby agree to comply with all terms, conditions and covenants contained herein.

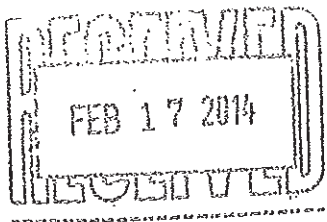
Tenant

x John Gulluly
John Gulluly 11/7/13
Date

Landlord

x Joe Russell
For Russell Builders Inc.
11/7/13
Date

Date e



Page 7 of 7
Tenant Initials JG
Landlord Initials JR

Maria Ostrander

From: Maria Ostrander
Sent: Monday, February 17, 2014 11:19 AM
To: 'Peterson, Robert'
Subject: RE: Proposed parking model for 4650 Moore St. Okemos MI

Importance: High

Follow Up Flag: Follow up
Flag Status: Flagged

Greetings Bob.

Thank you for your email.

We are required to submit a letter from the ICRD by end of day. I understand that your department may not be comfortable submitting an endorsement for the design as presented, but my strict interpretation of the language of Ms. Wyatt's request is that the Township is looking for the ICRD to make an unbiased assessment and recommendation of the current design as compared to the proposed design. I am not seeking an endorsement for the project; however, I am asking if your office would be willing to provide a letter stating your professional opinion and any recommendations on the proposed design.

Respectfully,
Maria Ostrander
(517) 381-5171

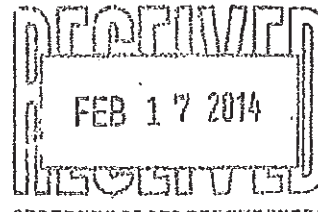
From: Peterson, Robert [mailto:rpeterson@ingham.org]
Sent: Monday, February 17, 2014 10:52 AM
To: Maria Ostrander
Cc: wyatt@meridian.mi.us
Subject: RE: Proposed parking model for 4650 Moore St. Okemos MI

Ms. Ostrander:

As I stated in my previous email: "The township informed me that they were working with you to reconfigure access to the site because you intend to build an addition onto the existing building. They also mentioned that they suggested that you reconfigure the site access to provide one driveway, which ICRD fully supports." The proposed configuration illustrates three driveways to the site.

Sincerely,
Robert H. Peterson, P.E.
Ingham County Road Department
Director of Engineering
County Highway Engineer
(517) 676-9722 ext 336
rpeterson@ingham.org

From: Maria Ostrander [mailto:mostrander@mysmarthomes.com]
Sent: Monday, February 17, 2014 10:34 AM
To: Maria Ostrander; Peterson, Robert; Swanson, Mark
Subject: RE: Proposed parking model for 4650 Moore St. Okemos MI
Importance: High



Greetings Bob, Mark,

I hope this morning finds you well. I simply wanted to follow up with you this morning to see if you've had an opportunity to review the revised parking proposal and diagram of existing parking as submitted by Mike Stevens. Today is the day that we are required to submit a letter from the ICRD as required by the Township. In an email from Martha Wyatt w/the Township, the ZBA is requiring that we present a "Letter from the Ingham County Road Department regarding conflicts with vehicular movement in the parking area at 4650 Moore Street (backing into Moore Street)". I thought it might be helpful to provide a direct quote so as not to lose the meaning in translation.

Please let me know if you have any additional questions after reviewing the attached. If this is not a service that your office is able to provide today, the courtesy of a reply before 3 PM so I can make the necessary arrangements on my end, would be greatly appreciate.

Thank you for your time and assistance.

Respectfully,

Maria Ostrander
(517) 381-5171
mostrander@mysmarthomes.com

From: Maria Ostrander
Sent: Friday, February 14, 2014 5:08 PM
To: 'rpeterson@ingham.org'
Cc: John Gilluly; 'Mike Stevens'; mswanson@ingham.org; 'wyatt@meridian.mi.us'
Subject: RE: Proposed parking model for 4650 Moore St. Okemos MI

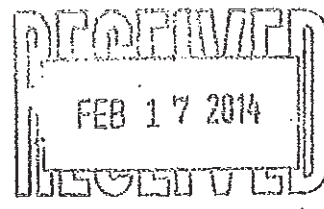
Greetings Robert.

Thank you for your email. Mr. Mike Stevens has sent the attached revised proposal and drawing of the existing parking layout to Mark Swanson. I believe this should provide the township and the ICRD a clearer picture of the proposed access and parking configuration, but please do not hesitate to contact either Mike or me personally, should you have any additional questions.

Thank you for your time and assistance.

Respectfully,
Maria Ostrander

From: Mike Stevens [<mailto:mike@stevensassociatesbuilders.com>]
Sent: Friday, February 14, 2014 4:14 PM
To: mswanson@ingham.org
Cc: Maria Ostrander; John Gilluly
Subject: RE: Proposed parking model for 4650 Moore St. Okemos MI



Mark,

Attached please find another proposed parking area plan for the above mentioned project. This particular plan demonstrates that Meridian Township's required number of parking spaces (seven (7) minimum) can be provided within the existing pavement perimeter while meeting all current ingress, egress and parking requirements.

As Maria's earlier email mentions (attached below), Meridian Township has asked that we submit a letter from your department that speaks to the proposed plan as it relates to vehicular movement along Moore St.

We appreciate your working with us on meeting our submission deadline of Monday, 2/17.

Please contact either Maria or myself at (517) 204-0967 with any questions.

Thanks again.

Mike Stevens
President
Stevens Associates Builders
(517) 204-0967

From: Maria Ostrander [<mailto:mostrander@mysmarthomes.com>]
Sent: Thursday, February 13, 2014 2:24 PM
To: mswanson@ingham.org
Cc: John Gilluly; mike@stevensassociatesbuilders.com
Subject: Proposed parking model for 4650 Moore St. Okemos MI
Importance: High

Greetings Mark.

Thank you for your time and assistance this morning. Please find attached a PDF version of the proposed parking model for the office that you had requested. As we discussed, the Township has asked that we submit a letter from your department that speaks to the proposed plan as it relates to vehicular movement along Moore St. We appreciate your working with us on meeting our submission deadline of Monday, 2/17.

If you have any questions or need additional information, please do not hesitate to contact us directly. Again, we greatly appreciate your time and assistance.

Respectfully,
Maria

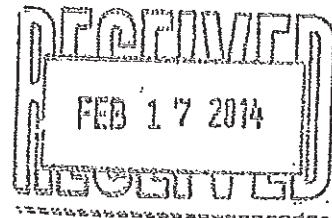
If you have any feedback, questions, or problems, feel free to contact me any time.
Thank you for your continued business with Smart Homes/Smart Offices!

Thank you,

Maria Ostrander

Marketing Specialist
Smart Homes, Inc. / Smart Offices
4650 Moore St.
Okemos, MI 48864

(517) 381-5171 – Office
(702) 925-0737 – Fax



www.MySmartHomes.com
www.SmartOfficesInc.com

Member LeGoff stated her support of the variance.

Member Ohlrogge asked what fencing requirements were in the front yard.

Ms. Wyatt said fencing could be in the front yard as long as it did not interfere with the sight triangle.

Chair Beauchine said he thought the intent of the ordinance was to keep accessory buildings from blocking front yard views. He remarked the yard indicated in this case the subject yard look like the side yard of the house and the house sits back away from the road.

Member Ohlrogge commented there are several large trees and taking the trees into consideration she understands the shed was in the proposed location. She thought the applicant should extend the fence around the shed to keep it from being seen from the Jolly Road side of the property.

Member Hershiser said the design of the shed was visually pleasing and would not detract from the property or those surrounding it. He said the applicant does have unusual circumstances due to the fact it is on a corner lot and has two front yards. Also there are a lot of mature trees so he said he would support the variance.

Member Jackson voiced her support of the variance, without a fence surrounding the shed.

Member LeGoff stated her support of the variance because the property has two front yards which makes positioning the shed difficult.

MEMBER HERSHISER MOVED TO APPROVE THE VARIANCE AS WRITTEN.

SECONDED BY MEMBER JACKSON.

Member Ohlrogge commented she would like to see a fence around the shed.

Member Hershiser pointed out the fence allowed would only be 6 feet tall so the shed would stick up above the fence which may look worse than no fence.

VOICE VOTE: YES: Member Hershiser, Jackson, Ohlrogge, LeGoff, Chair Beauchine
NO: None
Motion carried 5-0.



2. ZBA CASE NO. 13-06-12-2 MICHAEL STEVENS/STEVENS ASSOCIATES BUILDERS, P.O. BOX 127, GRAND LEDGE, MI 48837

DESCRIPTION: 4650 Moore Street
TAX PARCEL: 21-429-003
ZONING DISTRICT: PO (Professional Office)

The applicant is requesting variances from the following sections of the Code of Ordinances:

- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.
- Section 86-755, which states for general office, three parking spaces per 1,000 square feet of gross floor area (minimum) to four parking spaces per 1,000 square feet of gross floor

area (maximum) are required.

The applicant is requesting to construct an addition onto a nonconforming building (office building) and provide an insufficient number of parking spaces at 4650 Moore Street; therefore the applicant is requesting variances.

Ms. Wyatt outlined the case for discussion.

Mr. Michael Stevens, Stevens and Associates Builders, PO Box 127, Grand Ledge, representing the applicant, stated before his clients bought the building an addition seemed feasible from a construction standpoint. He remarked after the building was purchased several issues with the addition were brought to the attention of the applicant. He said the property had not been through site plan review.

Ms. Maria Ostrander, P.O. Box 134, Dewitt, an employee of Smart Home/Smart Office, Inc. stated the purpose of the business is to provide integrated technology to homes and businesses. They employ programmers and installers for the technology aspect of the business. She said they also design web sites for businesses as well as systems for homes.

Mr. Nick Russell, Russell Builders, Inc., 2060 Riverwood Drive, Okemos, the property owner to the north of the location said his primary concern is parking. He said if the applicant is adding more employees then parking would be an issue. He pointed out there are several residences located near the site and a shortage of parking could negatively impact the residences and other businesses in the area.

Mr. Stevens said parking is a known problem and they are trying to resolve it. He said the owners don't want to negatively impact the surrounding area. He said the 2nd floor of the addition would be for conference space and would not be intended to add space for more employees.

Chair Beauchine commented the packet contained communications from Mr. John Russell in opposition to the project and from the owners of the subject property Mr. and Mrs. Gilluly.

Member Hershiser asked staff if the ordinary high water mark was the same as the 100-year floodplain.

Ms. Wyatt explained the ordinary high water mark is a line on the river bank created by water fluctuations which create distinct changes in vegetation and the 100-year floodplain is the level the water rises to during a 100-year storm event and is not the same as the ordinary high water mark.

Member Jackson asked if the high water mark setback was to keep buildings from being too close to the water.

Ms. Wyatt explained there is a 50 foot setback from the high water mark so the building would not be affected by water on a constant basis.

Member Hershiser commented he could not support the variance without more information. He said he would like to know what variances are required at one time instead of the applicant having to come back several times. He noted the applicant should go through site plan review.

MEMBER HERSHISER MOVED TO TABLE THE CASE UNTIL SITE PLAN REVIEW IS COMPLETE AND STAFF KNOWS EXACTLY WHICH VARIANCES ARE REQUIRED.

SECOND BY MEMBER LEGOFF

MOTION TO TABLE: YES: Member Hershiser, LeGoff and Jackson
NO: Member Ohlrogge and Chair Beauchine
Motion carries 3-2.

Member Ohlrogge said she would have liked more discussion on the matter.

Chair Beauchine remarked board members could comment during Board Member Comments to provide some guidance to the applicant.

F. OTHER BUSINESS

None

G. PUBLIC REMARKS

None

H. BOARD MEMBER COMMENTS

Member Ohlrogge said there were 4 documents she would like to see: site plan review, a certificate of occupancy, a parking agreement with the bank, and a letter of approval from the Ingham County Department of Roads and Transportation. She commented she would like to be able to access the property with permission from the applicant.

Member Hershiser said parking was important and it would be helpful if staff could determine the exact number of spaces required.

Member LeGoff stated when she drove by there was obvious parking issues.

Chair Beauchine pointed out the applicant has given permission to access the property. He said he was concerned about the location of the storage shed and its proximity to the steep bank of the river.

Member Jackson said generally she supports less parking but not in an instance where it would be inadequate for the employees and customers.

I. ADJOURNMENT

Chair Beauchine adjourned the meeting at 7:35 p.m.

Respectfully Submitted,

Angela M. Ryan
Recording Secretary

CHARTER TOWNSHIP OF MERIDIAN

Elizabeth Ann LeGoff Supervisor
Brett Dreyfus Clerk
Julie Brixie Treasurer
Frank L. Walsh Manager



Milton L. Scales Trustee
Ronald J. Styka Trustee
John Veenstra Trustee
Angela Wilson Trustee

June 17, 2013

Mr. Michael Stevens
Stevens Associates Builders
P.O. Box 127
Grand Ledge, MI 48837

**RE: ZBA Case No. 13-06-12-2
 4650 Moore Street**

Dear Mr. Stevens:

The Zoning Board of Appeals, at its regular meeting held on June 12, 2013 voted to **table** your request for variances from the following sections of the Code of Ordinances:

- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.
- Section 86-755, which states for general office, three parking spaces per 1,000 square feet of gross floor area (minimum) to four parking spaces per 1,000 square feet of gross floor area (maximum) are required.

The Zoning Board of Appeals voted to table the request until the following information was provided or completed:

- The applicant should apply for site plan review.
- The use of the building shall be approved by the Director of Community Planning and Development
- The applicant should contact the Ingham County Department of Roads and Transportation regarding conflicts with vehicular movement in the parking area (backing into Moore Street).
- A copy of a draft parking agreement between the property owner of 4650 Moore Street and Independent Bank (2119 Hamilton Road) should be submitted to the Township for review.

Once these items are completed, staff will contact you to discuss when the variance request will be scheduled to be heard at a regular meeting of the Zoning Board of Appeals. A legal notice is required for the case, 15 days before the meeting date. The application and notice deadline schedule is enclosed for your review.

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 853-4000


www.meridian.mi.us



MICHAEL STEVENS (ZBA CAS JO. 13-06-12-2)
4650 MOORE STREET
June 17, 2013
Page 2

If you have any questions, please contact me at 517-853-4580.

Sincerely,

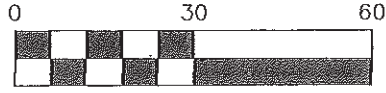
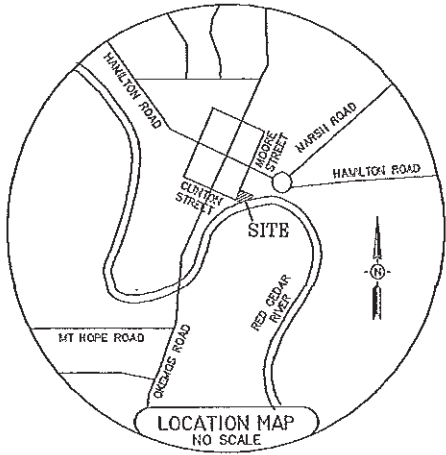


Martha K. Wyatt
Associate Planner/Landscape Architect

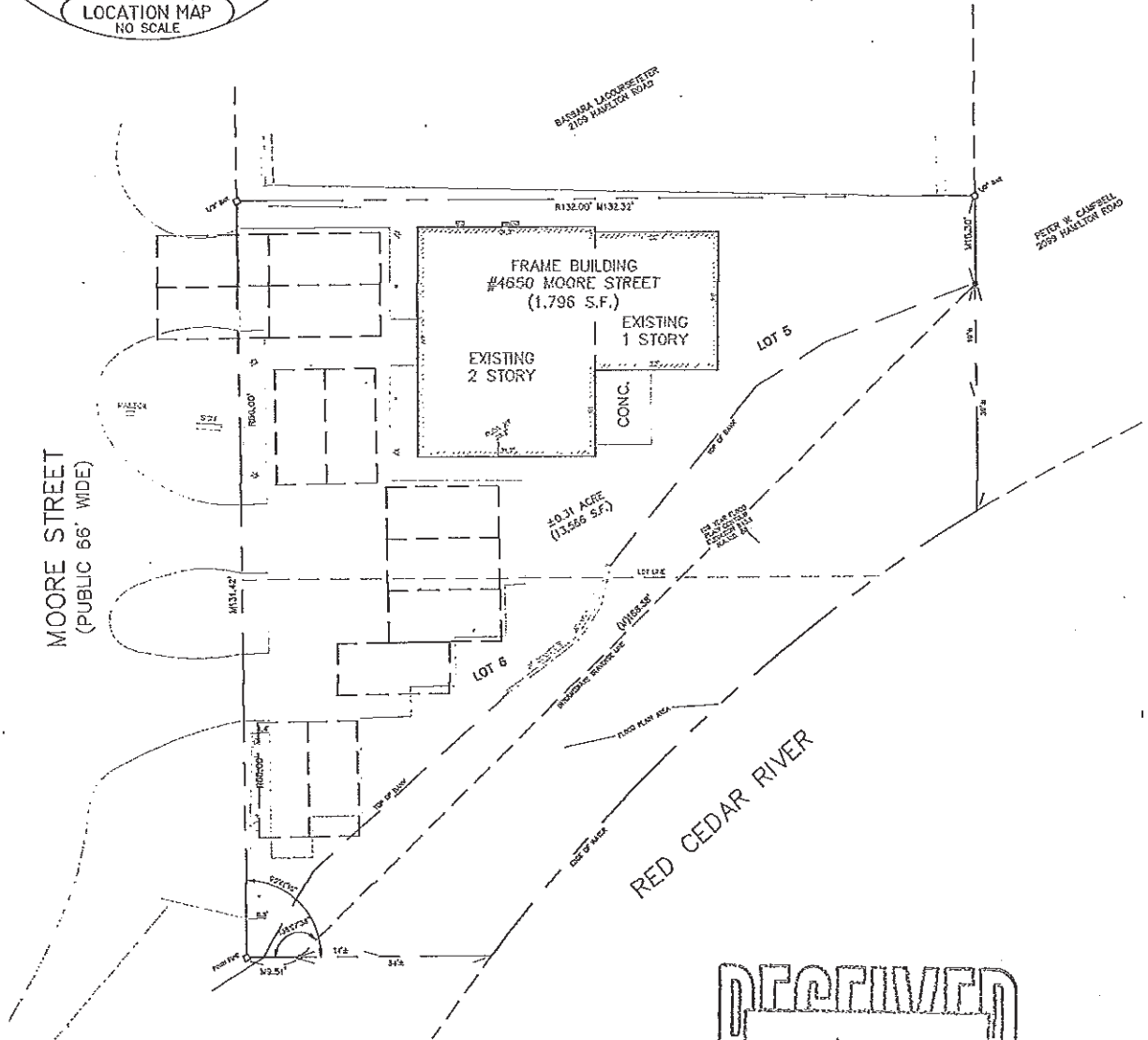
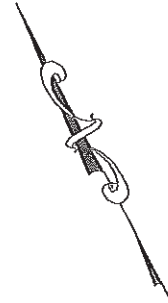
Enclosure

cc: John Gilluly, Smart Homes Smart Offices
Building Division

G:\PLANNING\ZBA\ZBA LETTERS\2013 Letters\LETTER.13-06-12-2 TABLE LETTER 1

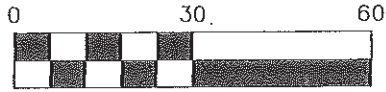
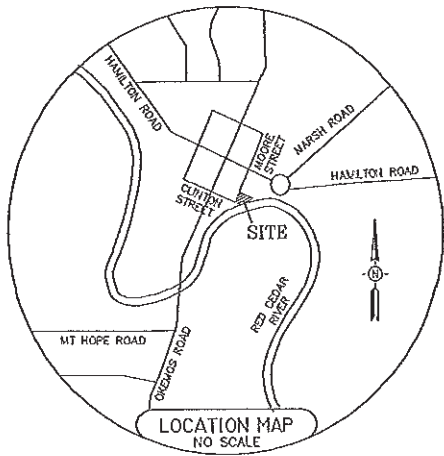


Scale 1" = 30'

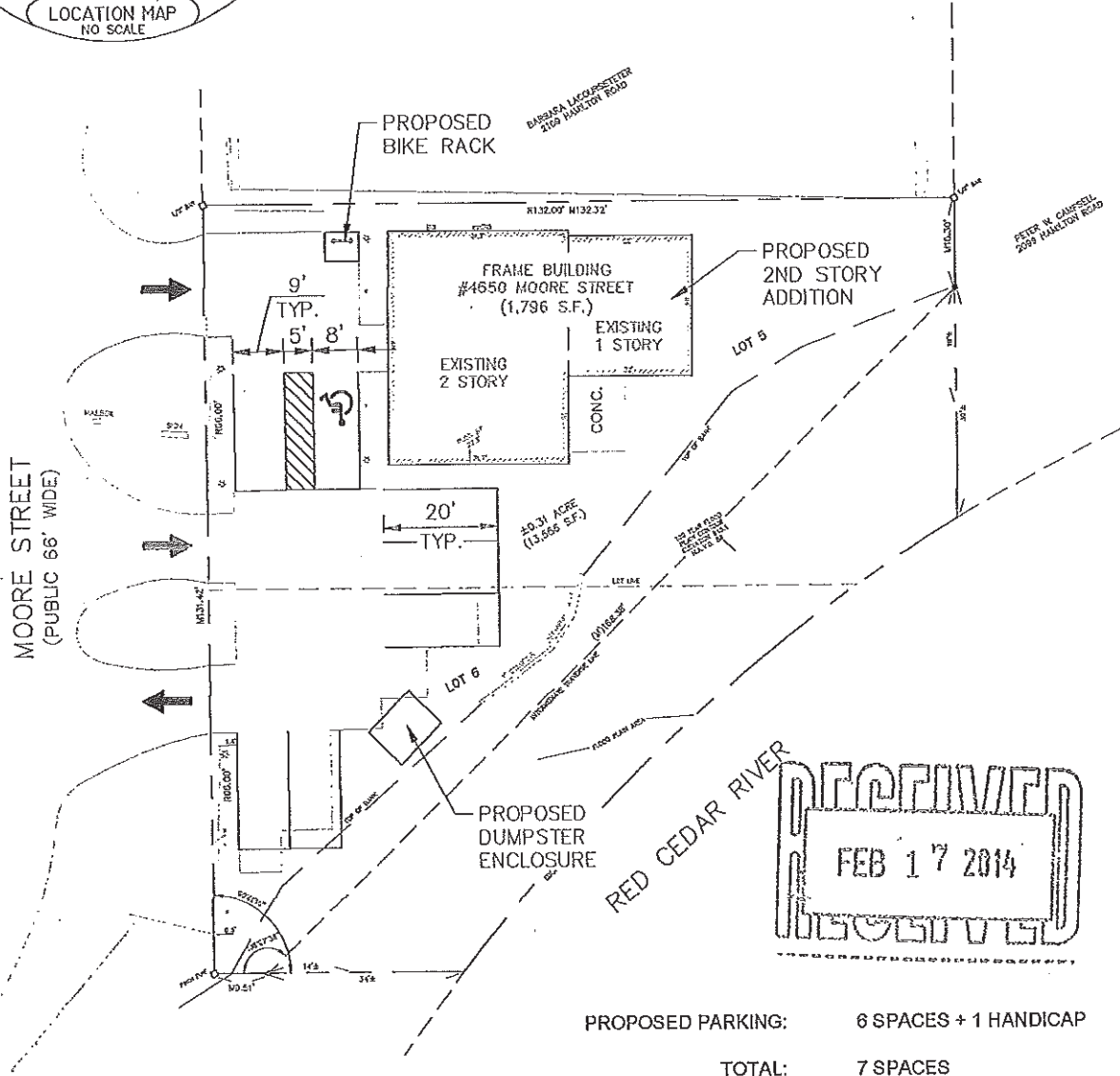
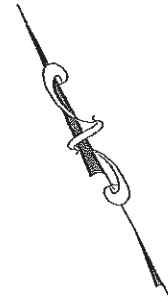


RECEIVED
 FEB 17 2014
RESOLVED

EXISTING PARKING LAYOUT
 4650 MOORE STREET
 OKEMOS, MI

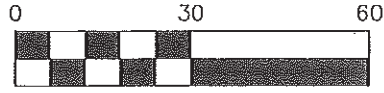
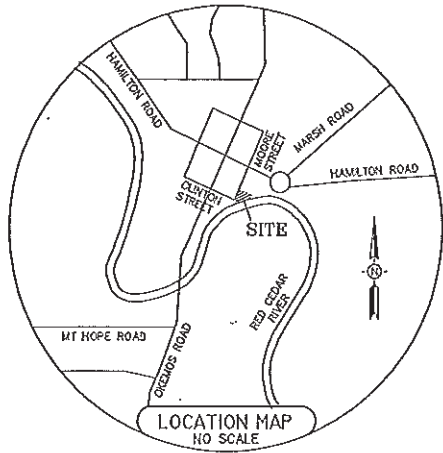


Scale 1" = 30'

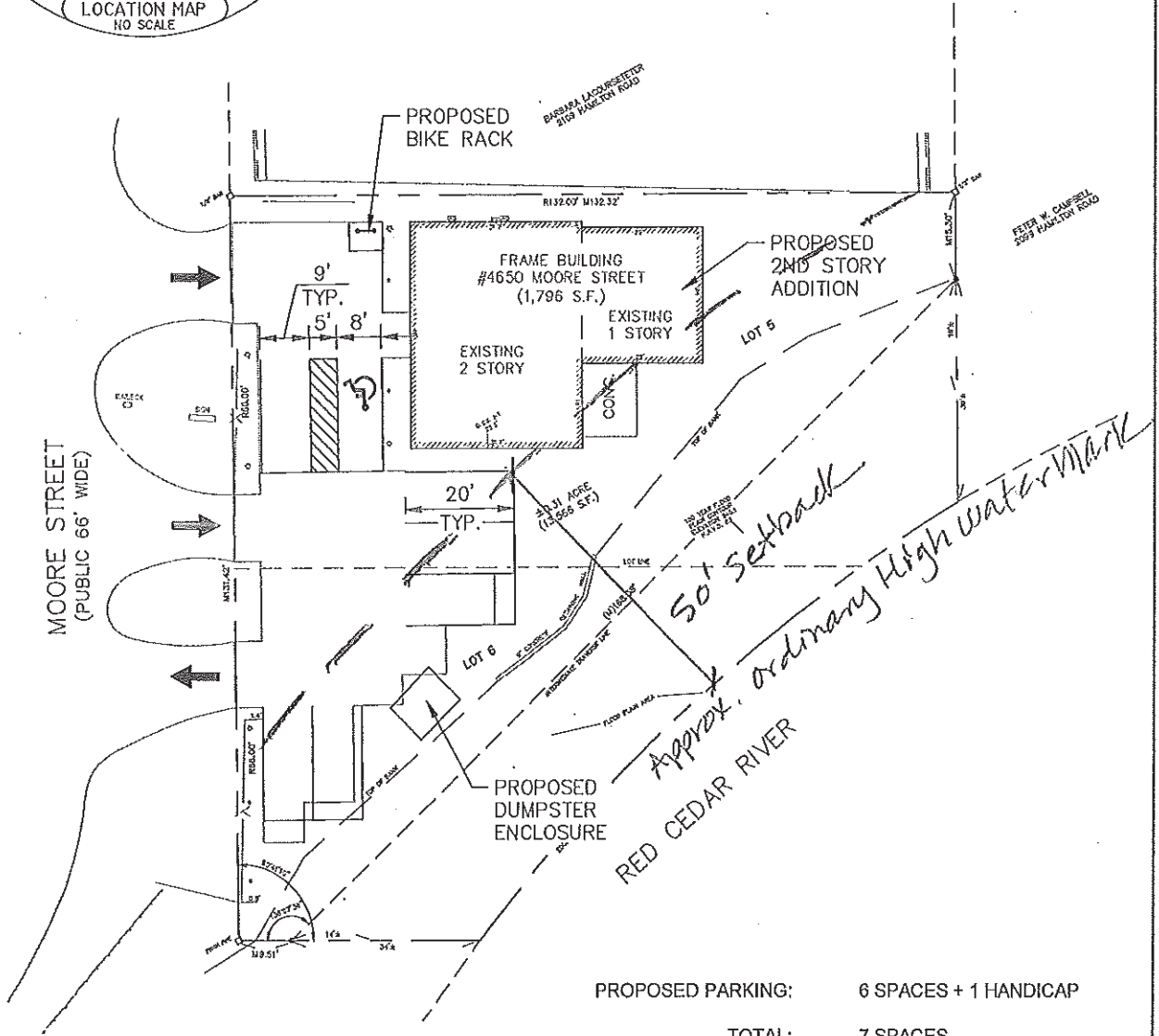
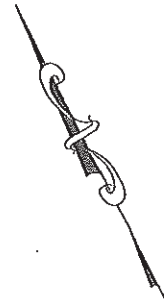


APPROVED
FEB 17 2014
RECEIVED

PROPOSED PARKING LAYOUT
4650 MOORE STREET
OKEMOS, MI



Scale 1" = 30'



PROPOSED PARKING: 6 SPACES + 1 HANDICAP
TOTAL: 7 SPACES

PROPOSED PARKING LAYOUT

4650 MOORE STREET
OKEMOS, MI

MEMORANDUM

TO: Zoning Board of Appeals

FROM:


Richard F. Brown, Jr., AICP, CBSP
Associate Planner

DATE: February 20, 2014

RE: ZBA Case No. 14-02-26-1

ZBA CASE NO.: 14-02-26-1 WILLIAM PIERCE & NANCY INMAN, 6103 E. LAKE DRIVE, HASLETT, MI 48840
DESCRIPTION: 6103 E. Lake Drive
TAX PARCEL: 02-408-013
ZONING DISTRICT: RB (Single Family-High Density)

The applicant is requesting a variance from the following sections of the Code of Ordinances:

- Section 86-618(2) which states nonconforming structures, other than single-family structures may be altered, expanded, or modernized without prior approval of the zoning board of appeals, provided, that such alteration or extension shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.

A pre-existing 480 square foot (24' x 20') accessory building which is utilized as a one-car garage, exists in the front yard of the subject site. The applicant is requesting a variance to allow an addition to the nonconforming building.

The applicant is proposing an approximate 288 square foot addition (12' x 24') to the existing accessory building to allow a second stall to be constructed. The right-of-way of East Lake Drive is 50 feet in this vicinity and the proposed addition is setback 29.5 feet from the edge of the right-of-way. A minimum street setback of 85 feet from the centerline of the right-of-way is required by Section 86-367. No relief from this requirement is provided within the Lake Lansing Overlay District. Therefore a variance of 30.5 is required for the addition.

The existing accessory structure is nonconforming because of the following:

- The accessory structure's eave encroaches six inches into the adjacent property to the north.
- It is setback 64 feet from the centerline of the East Lake Drive right-of-way.
- The furthestmost point of the accessory structure is located approximately 112 feet to the east of the residence in the front yard.

The sanitary sewer easement shown on the survey as extending across the property is incorrect. The Department of Public Works & Engineering visited the site on Friday, February 21, 2014 and confirmed the easement is in the roadway, not on the subject property.

Site Information

- The existing accessory building is 480 square feet and was built in the 1930s as a guest residence and was converted into a garage in 1978. At its closest point, the existing structure is approximately 64 feet from the centerline of East Lake Drive
- The proposed addition to the accessory building is 288 square feet.
- The proposed front setback from the centerline of Lake Drive is 54.5 feet. A minimum of 85 feet is required by Section 86-367.
- No variances have been granted for the subject property.

Attachments

1. Site Location Map
2. Application
3. Submittals from the Applicant
4. Photos of the site
5. Communication from Carolyn Baaso, dated February 9, 2014



LOCATION



Wild Ginger Trl

Oak Park Trl

Woodwind Trl

Partridge St
6097

6120

E Lake Dr

6122 6119

Hardy Dr
1153

6257

6098

Cottage Dr

Pheasant St
6098 St

Greenleaf St

6123

6117

6111

6101

6099

6097

E Lake Dr

APPL. OCT 20 11:00H
HEARING NOV. 13

CHARTER TOWNSHIP OF MERIDIAN
PLANNING DIVISION
5151 MARSH ROAD, OKEMOS, MI 48864
(517) 853-4560

VARIANCE APPLICATION

A. Applicant William Pierce & Nancy Inman
Address of Applicant 6103 East Lake Drive
Haskell, MI 48840
Telephone (Work) cell 517-648-2049 Telephone (Home) 517-339-9107
Fax _____ Email address: bpierce7561@gmail.com
Interest in property (circle one): Owner Tenant Option Other

B. Site address/location 6103 East Lake Drive
Zoning district R1B Parcel number 33.02.02.408.013

C. Nature of request (Please check all that apply):
 Request for variance(s)
 Request for interpretation of provision(s) of the "Zoning Ordinance" of the Code of Ordinances
 Review an order, requirements, decision, or a determination of a Township official charged with interpreting or enforcing the provisions of the "Zoning Ordinance" of the Code of Ordinances

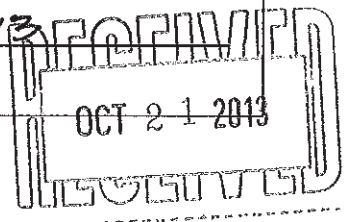
Zoning Ordinance section(s) _____

D. Required Supporting Material Supporting Material if Applicable
-Property survey -Architectural sketches
-Legal description -Other
-Proof of property ownership or approval letter from owner
-Site plan to scale
-Written statement, which demonstrates how all the review criteria will be met (See next page)

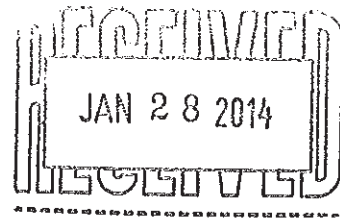
William Pierce William Pierce 10/21/2013
Signature of Applicant Print Name Date

Fee: \$150.00 Received by/Date: R. J. [Signature] 10/21/13

I (we) hereby grant permission for members of the Charter Township of Meridian Zoning Board of Appeals, Township staff members and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purposes of gathering information including but not limited to the taking and the use of photographs. (Note to Applicant(s): This is optional and will not affect any decision on your application.)
Nancy Inman 10-21-2013
Signature of Applicant(s) Date
William Pierce 10/21/2013
Signature of Applicant(s) Date



Charter Township of Meridian
Community Planning and Development
5151 Marsh Road, Okemos, MI 48864



01/29/2014

Dear Mr. Brown,

As noted in my original variance request of 10/21/2013, I wish to build an addition to my garage at 6103 East Lake Drive. At our first meeting we inspected the Flood Plain map for Lot 18. The lowest ground elevations shown along the lake are above the 100 year flood plain for either datum.

The existing garage measures 24 x 20 feet about the size of a two car garage. Site constraints allow but one 12 x 20 foot stall. The constraint is a 47 inch DBH swamp white oak 20 feet directly east of the north edge of the existing stall. The tree requires careful backing up to safely exit the existing stall.

The aforementioned original request asked for a configuration extending the existing one stall to a double stall (nose to tail). Upon further examination, this configuration would exacerbate the existing drainage problem created by the township allowing HDI to site the home immediately north at least a foot too high so that rapid drainage is directly across our lot, (unlike the original residence torn down to build that home north of lot 18).

The proposed garage addition is a 12 x24 foot stall directly south of the existing stall. Attached drawings show the scope of remodeling. Additions to the existing garage total about 280 square feet.

This seems a doable solution that maintains neighborhood character. The existing drive will not require expansion but a walk past the garage needs to be constructed. This would solve 28 years of frustration facing a two car family with a one car garage.

Granting this variance will not adversely affect adjacent properties and maintains the ambiance of the Sunset Cove neighborhood. Such a solution seems unique and should not engender a precedent or change in Township regulations.

Granting a variance will allow use of property in a manner that carries out the spirit of the ordinance, provides a certain justice and protects beautiful and venerable

Thank you for considering this request,

Bill Pierce

Bill Pierce

Nancy Inman

Nancy Inman

6103 East Lake Drive

Haslett, MI 48840

517-339-9107 Cell 517-648-2049

bpierce7561@gmail.com



William C. Pierce

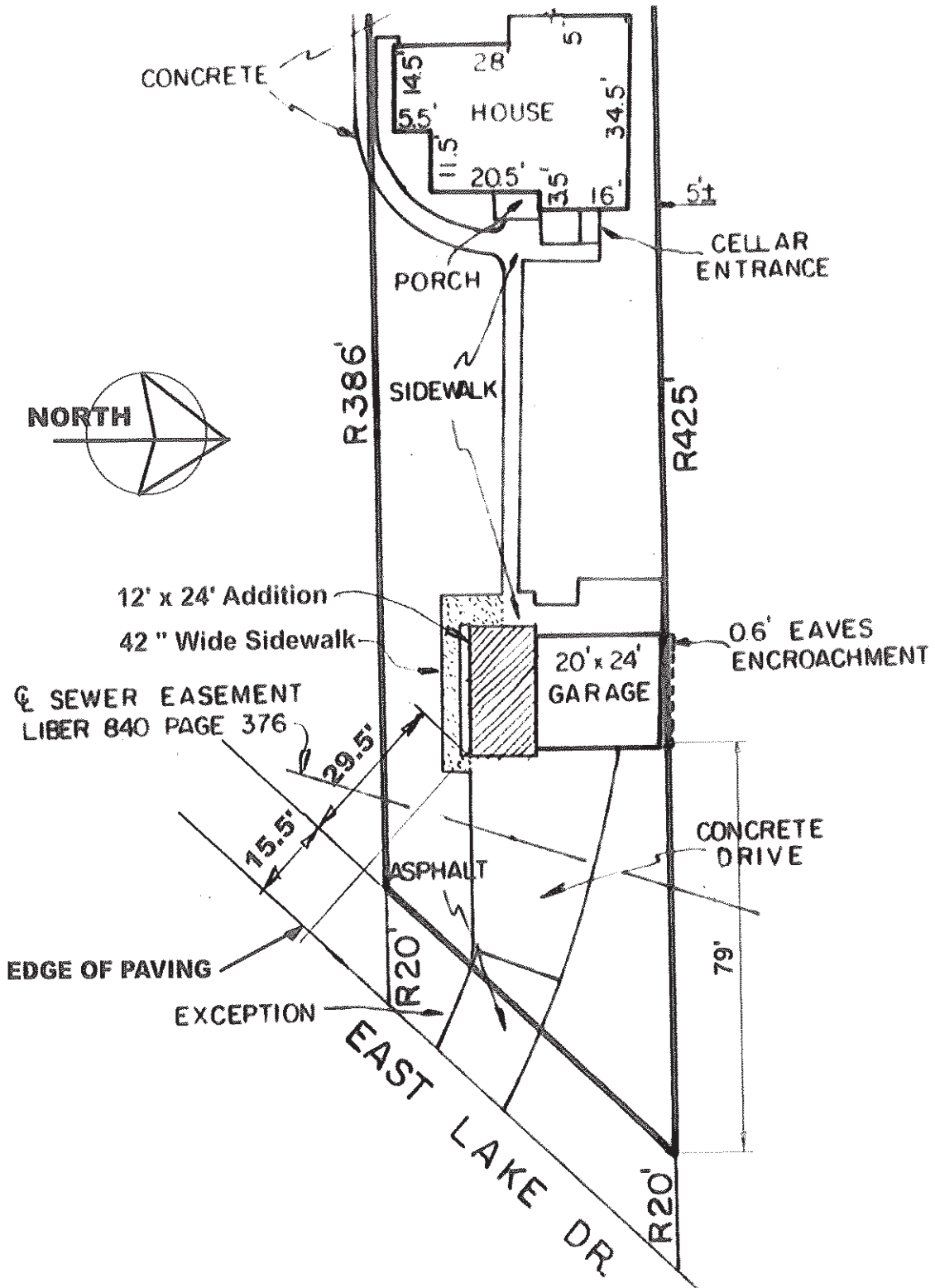
6103 E. Lake Dr.

Haslett, MI 48840

*Dear Ms. Wyatt,
Both House & Garage
constructed in 1930's
Garage was originally
built as a guest
cottage for residence.*

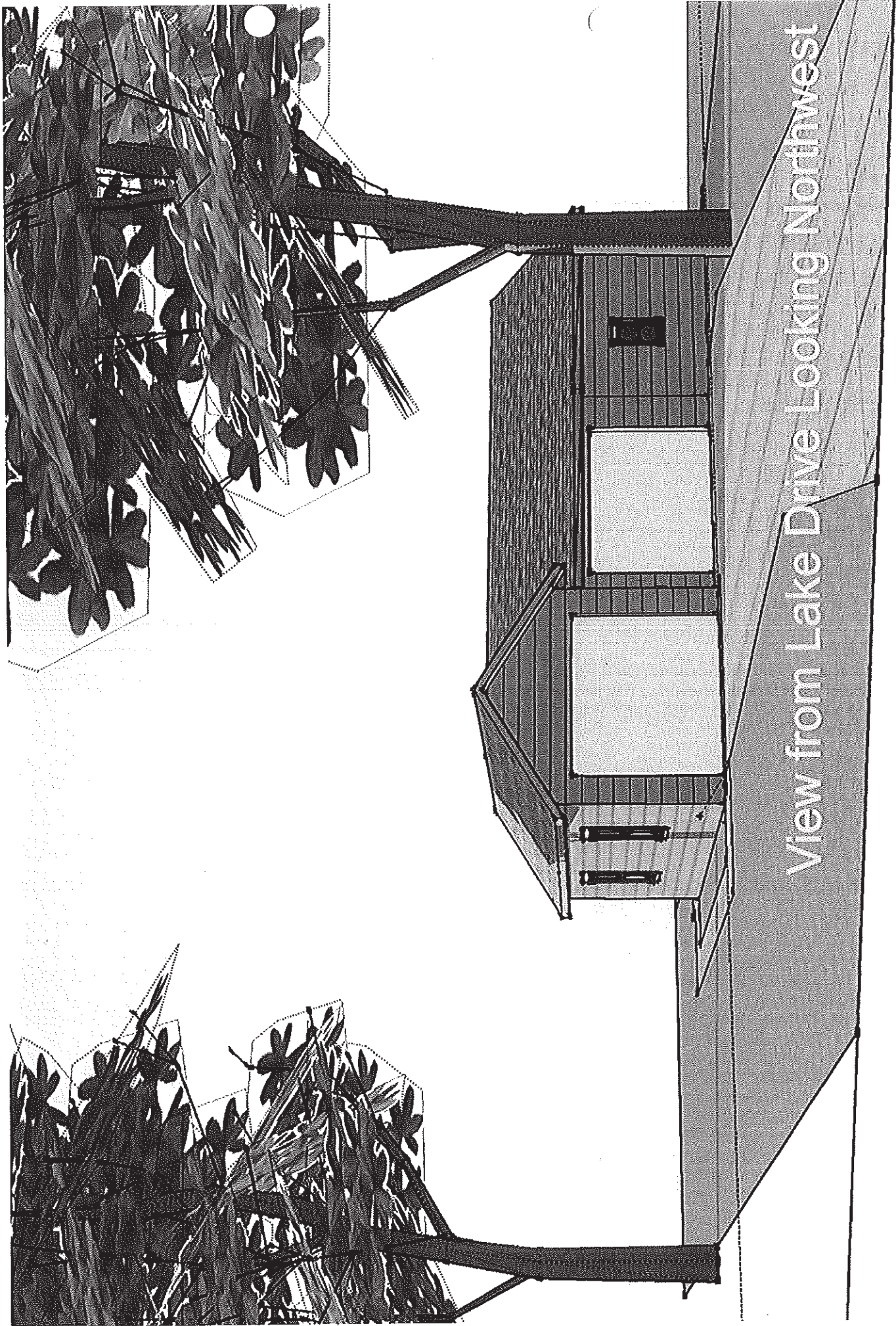
Bill P

6103 East Lake Drive , Haslett Michigan



East Half of Lot 18

Scale: 1"-30"



View from Lake Drive Looking Northwest



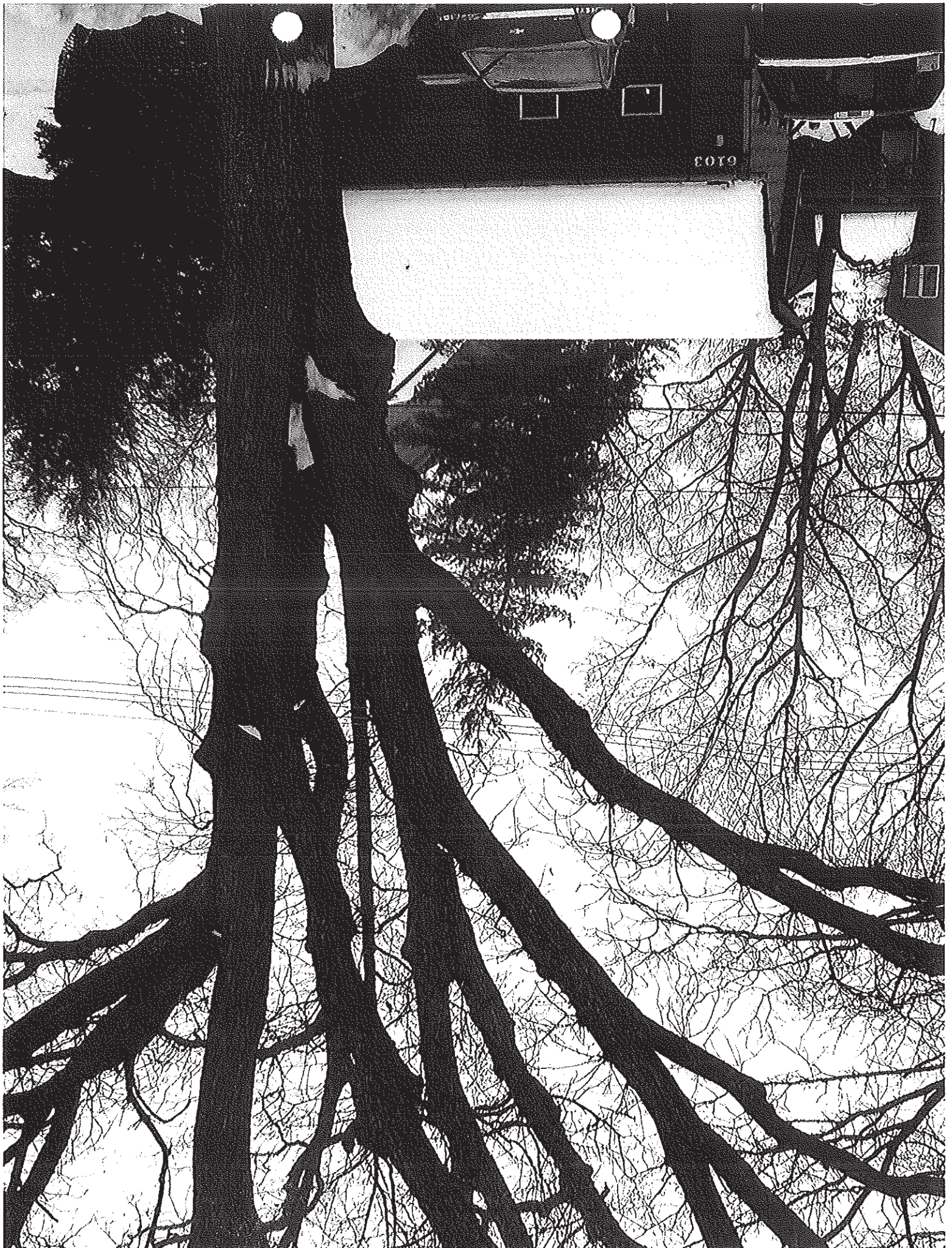
Existing

Addition

View Looking North East







Rick Brown

From: Carolyn Baaso <crbaaso@hotmail.com>
Sent: Sunday, February 09, 2014 10:09 AM
To: Rick Brown
Cc: Bill Pierce; nancy inman; Ed Tobin
Subject: ZBA #14-02-26-1 (Pierce & Inman)

Dear Mr. Brown,

We live two homes to the north of Bill and Nancy, at 6117 Cottage Drive.
We would like to voice SUPPORT of their garage enlargement project.
They are thoughtful planners and we have NO objection to their project.

Thank you,
Ed and Carolyn Tobin
6117 Cottage Drive
Haslett, Michigan 48840

Sent from my iPad

MEMORANDUM

TO: Zoning Board of Appeals

FROM:



Martha K. Wyatt
Associate Planner/Landscape Architect

DATE: February 21, 2014

RE: ZBA Case No. 14-02-26-3

ZBA CASE NO.: 14-02-26-3 PETER HOLTZ, 2215 BURCHAM DRIVE, EAST LANSING, MI 48823
DESCRIPTION: 2090 Grand River Avenue
TAX PARCEL: 21-226-003
ZONING DISTRICT: C-2 (Commercial)

The applicant is requesting a variance from the following section of the Code of Ordinances:

- Section 86-618(2), which states nonconforming structures, other than single-family structures, may be altered, expanded, or modernized without prior approval of the zoning board of appeals; provided, that structural alterations or extensions shall not increase the area, height, bulk, use, or extent of the structure and shall satisfy all other applicable site development regulations.

The applicant, representing the owner, is proposing to remodel the front façade of the existing multi-tenant building at 2090 Grand River Avenue. Special Use Permit #80231 was approved by the Planning Commission in December 1980 for placement of fill in the 100-year floodplain for the construction of the approximate 7,500 square foot multi-tenant building. The building was constructed in 1981 and currently has three (3) tenant suites.

The building is considered a nonconforming structure as the northeast corner of the building is located approximately ten (10) feet from the east property line. The required side yard setback was ten (10) feet in 1981 however the current required setback is fifteen (15) feet; thus the building is considered nonconforming. The building meets the current required front yard setback which is 100 feet from the centerline of Grand River Avenue and Okemos Road.

The applicant is proposing to remodel the existing canopy (covered walkway) on the front (south) façade of the building by removing the existing metal siding and installing a new façade constructed of EFIS (Exterior Insulation and Finishing System) over the underlying frame. The canopy provides coverage over the 8-foot wide sidewalk along the front of the building where the entrance doors to the tenant spaces are located. The new façade will add approximately four (4) feet of height to the building and will extend approximately ten (10) inches beyond the existing canopy. Four (4) decorative columns (EFIS and stone) are also proposed under the canopy along the south façade. The footprint of the building is not changing.

Section 86-618(2) states nonconforming structures may be altered without prior approval by the Zoning Board of Appeals provided such structural alterations do not increase the area, bulk height, bulk, use or extent of the structure.

The existing building is considered nonconforming. The proposed alterations to the canopy and the four (4) proposed decorative columns increases the area, height, bulk, and extent of the structure; therefore the applicant is requesting a variance to add onto a nonconforming building.

The building permit for project is currently review (PB # 14-0004). Approval is pending the outcome of the variance request.

Site History

- On December 10, 1980 the Zoning Board of Appeals granted a variance waiving the requirement to provide a compensating cut for the placement of fill in the 100-year floodplain for the construction of the retail building, under ZBA Case # 80-12-10-3.
- On November 12, 1997 the Zoning Board of Appeals denied a variance request to provide less than the minimum number of required parking spaces for a proposed restaurant in the multi-tenant building, under ZBA Case #97-10-22-1.
- On December 15, 1980, the Planning Commission approved Special Use Permit #80231 permitting the construction of a retail building in the 100-year floodplain of the Pine Lake Drain.
- The building was constructed in 1981 under PB #13571.

Attachments

1. Application
2. Site Location Map
3. Letter from Applicant dated February 3, 2014
4. Color drawing of proposed canopy (PB #14-0004)
5. Site Plan and Elevations dated received by the Township on February 3, 2014

CHARTER TOWNSHIP OF MERIDIAN
PLANNING DIVISION
5151 MARSH ROAD, OKEMOS, MI 48864
(517) 853-4560

VARIANCE APPLICATION

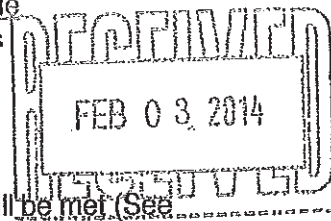
A. Applicant PETER B. HOLZ
Address of Applicant 2215 BURCHAM DR
E. LANSING, MI 48223
Telephone (Work) 517-290-6780 Telephone (Home) _____
Fax 517-347-4743 Email address: pete@rockwood3.com
Interest in property (circle one): Owner Tenant Option Other ARCHITECT

B. Site address/location 2090 W. GRAND RIVER AVE, OKEMOS
Zoning district C-2 Parcel number 33-02-02-21-226-003

C. Nature of request (Please check all that apply):
 Request for variance(s)
 Request for interpretation of provision(s) of the "Zoning Ordinance" of the Code of Ordinances
 Review an order, requirements, decision, or a determination of a Township official charged with interpreting or enforcing the provisions of the "Zoning Ordinance" of the Code of Ordinances

Zoning Ordinance section(s) 86-402 AND 86-618 NONCONFORMING STRS.
SETBACKS

D. Required Supporting Material Supporting Material if Applicable
-Property survey -Architectural sketches
-Legal description -Other
-Proof of property ownership or approval letter from owner
-Site plan to scale
-Written statement, which demonstrates how all the review criteria will be met. (See next page)



[Signature]
Signature of Applicant

PETER B. HOLZ
Print Name

2/3/2014
Date

Fee: \$450.00

Received by/Date: Martha Wyatt 2/3/2014

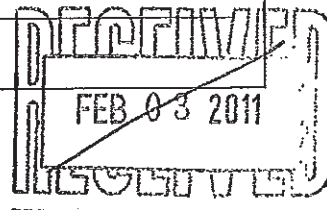
I (we) hereby grant permission for members of the Charter Township of Meridian Zoning Board of Appeals, Township staff members and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purposes of gathering information including but not limited to the taking and the use of photographs. (Note to Applicant(s): This is optional and will not affect any decision on your application.)

[Signature]
Signature of Applicant(s)

2/3/2014
Date

Signature of Applicant(s)

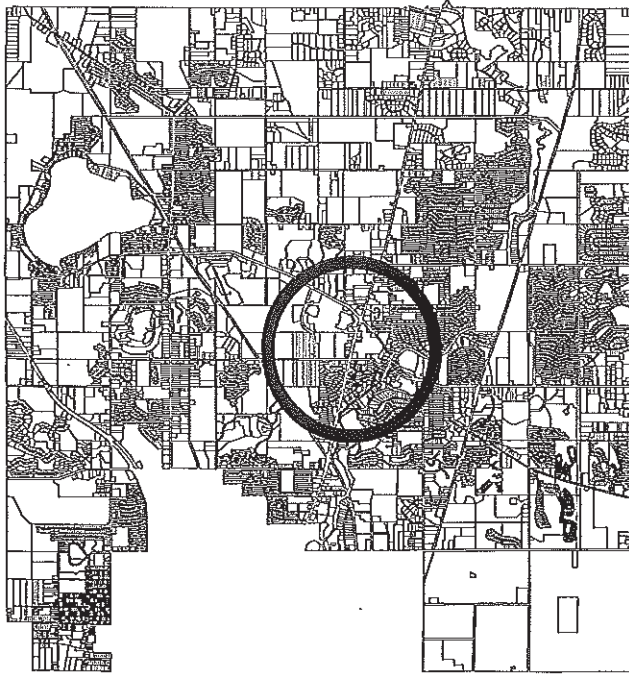
Date



**ZONING BOARD OF APPEALS #14-02-26-3
(PETER B. HOLTZ)**

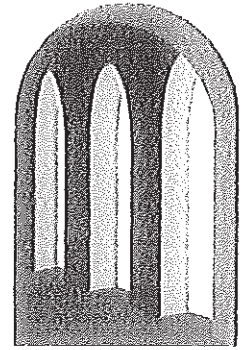
**REQUEST TO ADD ONTO
NONCONFORMING BUILDING
AT 2090 GRAND RIVER AVE.**

CHARTER TOWNSHIP OF MERIDIAN



Mon 3 Feb 2014

Charter Township of Meridian
Planning Division
5151 Marsh Road
Okemos, MI 48864



ROCKWOOD
DESIGN
PETER B. HOLZ
ARCHITECT

Project: 2090 W. Grand River Ave

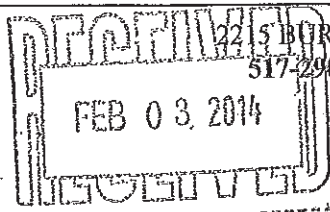
Variance Application Supplement

Summary -- at the time the building was built the side yard requirement was 10'. Now 15' is required [86-402] and because we are adding bulk and height to the building, a variance is required [86-618].

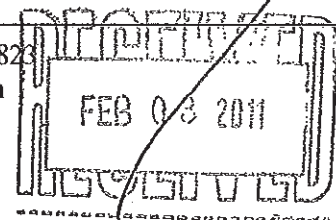
- The only part of the building that is within the 15' side yard setback is the Northeast corner of the building, not the project area. No increase in footprint is proposed.
- The bulk we are proposing adding consists of four decorative columns on the South side of the building to modernize the look of the building.
- The height we are proposing raises the façade an additional 4'-0" to increase the presence of the building. We are not asking for any variance to the sign ordinance.

A variance is to be granted, if the following Review Criteria are met:

1. Unique circumstances exist that are peculiar to the land or structure that are not applicable to other land or structures in the same zoning district.
 - This does not apply since the building was built in compliance with ordinances in effect at the time of construction.
2. These special circumstances are not self-created.
 - The circumstances that require this variance are Township-created, not self-created.
3. Strict interpretation and enforcement of the literal terms and provisions of the Ordinance would result in practical difficulties.
 - Compliance would involve demolishing part of the building or canceling the facelift project.



2215 BURCHAM DRIVE ~ EAST LANSING, MICHIGAN 48823
517-290-6780 FAX: 517-347-1943 pete@Rockwood3.com
www.Rockwood3.com



4. The alleged practical difficulties, which will result from a failure to grant the variance, would unreasonably prevent the owner from using the property for a permitted purpose or would render conformity with such restrictions unnecessarily burdensome.
 - o True

5. Granting the variance is the minimum action that will make possible the use of the land or structure in a manner which is not contrary to the public interest and which would carry out the spirit of this zoning ordinance, secure public safety, and provide substantial justice.
 - o There is no change to the level of public safety and the project is intended for the beautification of the Township.

6. Granting the variance will not adversely affect adjacent land or the essential character in the vicinity of the property.
 - o Granting the variance will enhance the character of the vicinity of the property and will encourage adjacent properties to update their facades.

7. The conditions pertaining to the land or structure are not so general or recurrent in nature as to make the formulation of a general regulation for such conditions practicable.
 - o True, however, the Ordinance needs to be more specific in the determination of when a variance is required. The vague use of the terms "bulk" and "height" should be quantified or allow the building official to make that decision and issue a building permit in order to help the Township enhance its "business-friendly" reputation.

8. Granting the variance will be generally consistent with public interest, the purposes and intent of this Zoning Ordinance.
 - o True.

Sincerely,
Rockwood Design, P.C.



Peter B. Holz, Architect

